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PART IV

Advertisements and Notices by Private Individuals and Private Bodies

IAC HEADQUARTERS NOTIFICATION

In exercise of the powers conferred by Section 45(i) of the Air Corporations Act, 1953 (27 of 1953) the Indian Airlines Corporation, with the prior approval of the Central Government, hereby notifies the following Regulations to regulate the grant of loans to the employees of the Corporation for acquisition of Housing Properties.

S. C. MUKERJEE
Secretary

Regulations to regulate the grant of loans to the employees of the Indian Airlines Corporation for acquisition of Housing Properties

Eligibility—Permanent employees of the Corporation who have put in not less than 5 years service in the Corporation and who do not own a house either in their own name or in the name of their wives and children will be entitled to the grant of such a loan, provided that the sanctioning authority is satisfied that they are likely to continue in the service of the Corporation at least till the house for which the loan is sanctioned is built and/or mortgaged to the Corporation.

Note—In cases where both the husband and wife happen to be the employees of the Corporation and eligible for the grant of loan it shall be admissible to only one of them.

2. Conditions to be filled—The loans will be granted subject to the following conditions:—

- (i) Neither the applicant, nor the applicant's wife/husband/minor child must be the owner of a house. However, this condition may be relaxed by the Corporation in exceptional circumstances, for example, if the applicant or the applicant's wife/husband/minor child owns a house in a village and the applicant desires to settle down in a town; or where the applicant happens to own a house jointly with other relations, etc. and he desires to build a separate house for the *bona fide* residential purposes.
- (ii) The floor area of the house to be constructed or purchased must not be less than 380 sq. ft.
- (iii) He must not have availed of any loan for acquisition of housing property in the past from any Government source (e.g., Ministry of Rehabilitation or a Central or State Housing Scheme) or drawn an advance or made a final withdrawal from his Contributory Provident Fund for this purpose. Provided, however, when the loan or advance, etc. already availed of does not exceed the amount admissible under these Regulations, it would be open to the Corporation employee to apply for loan under these Regulations on condition that he undertakes to repay the outstanding loans, advances etc. (together with interest (if any) thereon) forthwith in one lump sum to the office concerned.

Note—This will not, however, apply in the case of an employee who has taken a non-refundable loan from Provident Fund Account according to the Rules of an ex-airline.

- (iv) The loan will not be granted for construction of houses in Rural and out of the way un-developed areas, where the essential services, e.g., Road, Street Lighting, Water Supply, Drainage and Sewage do not exist.

3. Purpose for which loan may be granted—A loan may be granted for:—

- (a) Constructing a new house (including acquisition of a suitable plot of land for the purpose) either at a place of duty in India or at a place in India where the employee proposes to settle after retirement.
- (b) Purchasing a ready-built house at any place in India.
- (c) Enlarging living accommodation in an existing house owned by the employee concerned, provided the total costs of the proposed additions and extensions do not exceed Rs. 10,000 and that the expansion has been necessitated by an increase in the *bona fide* personal requirements of the employee.

Notes—

- (1) Applications for the grant of loan may also be entertained for constructing a new house (including acquisition of a suitable plot of land for the purpose) for eligible employees of the Corporation who have in view (but not in actual possession) a developed plot of land on which construction can commence immediately.
- (2) No loan will be granted in cases where
 - (i) the cost of the house exceeds Rs. 50,000 or four years' salary of the Corporation employee; whichever is less; and
 - (ii) for the construction of two independent units either on the ground floor or on ground floor and top storeys, etc.

4. Amount of loan—The amount of loan shall not exceed in any case Rs. 25,000 (Rupees Twenty-five Thousand) or 24 times the basic monthly salary of the employee or two-third of the total cost of the property to be acquired; whichever is less, and Rs. 10,000 in cases falling under clause 3(c) above.

Notes—

- (1) Not more than one loan shall be sanctioned under these Regulations to an employee of the Corporation during his entire service.
- (2) The actual amount of the loan to be sanctioned will be determined by the sanctioning authority on the basis of plans and detailed specifications and estimates to be furnished by applicants justifying the amount of loan applied for and shall in no case exceed the estimated cost of construction, etc., within the ceilings prescribed above.

The limits specified in this Regulation for grant of loan for the purpose of construction of new houses or for enlarging living accommodation in rural areas, will be subject to the further condition that the amount of loan to be advanced will, in no case, exceed 80 per cent of the true cost of the land and construction of the houses/or the true cost of enlarging living accommodation.

5. *Disbursement and Security*—The loan required partly for purchase of land and partly for constructing a single-storeyed new house or enlarging living accommodation in an existing house shall be paid as follows:—

- (i) An amount not exceeding 20 per cent of the sanctioned loan will be payable to the applicant for purchasing a developed plot of land on which construction can commence immediately on receipt of the loan on his executing an agreement in the prescribed form. In all cases in which part of the loan is given for the purchase of land, the land must be purchased and the sale-deed in respect thereof produced for the inspection of the Sanctioning Authority within two months of the date on which the above amount of 20 per cent is drawn, failing which the applicant shall be liable to refund at once the entire amount to Corporation together with interest thereon.
 - (ii) An amount equal to 30 per cent of the balance of the advance will be payable to the applicant on his mortgaging in favour of the Corporation the land purchased by him along with the house to be built thereon where such mortgage is permitted by the terms of the sale of land. In cases where the terms of sale do not vest title in the purchaser till a house is erected on the land, the applicant shall execute an agreement with the Corporation in the prescribed form agreeing to mortgage the land together with the house to be built thereon, as soon as the house has been built and the title to the property is complete.
 - (iii) An amount equal to 40 per cent of the amount remaining after deducting from the sanctioned amount of the loan the instalment given for the purchase of land, will be payable when the construction of the house reaches plinth level.
 - (iv) The balance of the sanctioned loan will be payable when the construction of the house has reached roof level, provided the Sanctioning Authority is satisfied that the development of the area in which the house is built is complete in respect of amenities such as Water Supply, Street Lighting, Roads, Drainage and Sewage.
- (2) Loan required only for constructing a single-storeyed new house or enlarging living accommodation in an existing house shall be paid as follows:—
- (i) An amount equal to 30 per cent of the sanctioned loan will be payable to the applicant on his mortgaging in favour of the Corporation the land purchased by him alongwith the house to be built thereon where such mortgage is permitted by the terms of the sale of land. In cases where the terms of sale do not vest title in the purchaser till a house is erected on the land the applicant shall execute an agreement with the Corporation in the prescribed form agreeing to mortgage the land together with the house to be built thereon, as soon as the house has been built and the title to the property is complete.
 - (ii) A further amount not exceeding 40 per cent of the sanctioned loan will be payable when the house has reached plinth level.
 - (iii) The remaining 30 per cent of the sanctioned loan will be payable when the house has reached roof level, provided the Sanctioning Authority is satisfied that the development of the Area in which the house is built is complete in respect of amenities such as Water Supply, Street Lighting, Roads, Drainage and Sewage.

(3) In case where the house to be constructed is double-storeyed, the mode of payment of the loan will be as follows:—

- (i) An amount not exceeding 15 per cent of the sanctioned loan will be payable to the applicant for purchasing a developed plot of land on which construction can commence immediately on receipt of the loan on his executing an agreement in the prescribed form for the repayment of the loan. In cases in which part of the loan is given for the purchase of land, the land must be purchased and the sale deed in respect thereof produced for the inspection of the Area Manager/Chief Administrative Officer within two months of the date on which the above amount of 15 per cent is drawn, failing which the applicant shall be liable to refund at once the entire amount to the Corporation, with interest thereon.

- (ii) An amount equal to 25 per cent of the balance of the loan will be payable to the applicant on his mortgaging in favour of the Corporation the land purchased by him alongwith the house to be built thereon where such mortgage is permitted by the terms of the sale of land. In cases where such mortgage is not permitted, the provision as contained in the last sentence of Regulation 5-1 (ii) will apply.
- (iii) An amount equal to 30 per cent of the amount remaining after deducting from the sanctioned amount of the loan, the instalment given for the purchase of land, will be payable when the construction of the house has reached plinth level.
- (iv) A further amount not exceeding 25 per cent of the amount remaining after deducting from the sanctioned amount of loan the instalment given for the purchase of land, will be payable when the roof of the ground floor has been laid.
- (v) The balance of the sanctioned loan will be payable when the roof of the first floor has been laid, provided the Area Manager/Chief Administrative Officer is satisfied that the development of the area in which the house is built is complete in respect of amenities such as Water Supply, Street Lighting, Roads, Drainage and Sewage.

(4) Loan required only for constructing a double-storeyed new house or enlarging living accommodation in an existing house shall be paid as follows—

- (i) An amount equal to 25 per cent of the sanctioned loan will be payable to the applicant on his mortgaging in favour of the Corporation the land purchased by him alongwith the house to be built thereon where such mortgage is permitted by the terms of the sale of land. In cases where such mortgage is not permitted the provisions as contained in the last sentence of Regulation 5-1 (ii) will apply.
- (ii) A further amount not exceeding 30 per cent of the sanctioned loan will be payable when the house has reached plinth level.
- (iii) A further amount not exceeding 25 per cent of the sanctioned loan will be payable when the roof of the ground floor has been laid.
- (iv) The remaining 20 per cent of the sanctioned loan will be payable when the roof of the first floor has been laid, provided the Area Manager/Chief Administrative Officer is satisfied that the development of the area in which the house is built is completed in respect of amenities such as Water Supply, Street Lighting, Roads, Drainage and Sewage.

Note—The standard of amenities as applied in cities for provision of water supply, street lighting, roads, drainage and sewage being inapplicable in rural areas, the Sanctioning Authority may give the requisite certificate if the vicinities in which houses are proposed to be built or living accommodation enlarged in the rural areas provide wells or hand pumps (in lieu of filtered water supply through the mains in the cities), ordinary kerosene or other lanterns in the streets (in lieu of electricity or gas lighting in the cities), open drains and facilities for sewage (in lieu of underground drains and sewage plants in the cities) etc.: to enable the officials to draw the proportionate amount as provided for in Regulations 5(a) (1)(iv) and 5(a)(2) (iii), 5(a)(3) (v) and 5(a)(4) (iv).

(5) Loan required for purchasing a ready-built house shall be paid as follows:—

The Sanctioning Authority may sanction payment of the entire amount required by and admissible to the applicant in one lump sum on the applicant's executing an agreement in the prescribed form for the purchase of a ready-built house. The acquisition of the house must be completed, and the house mortgaged to the Corporation within 3 months of the drawal of the loan, failing which the loan together with the interest thereon shall be refunded to the Corporation forthwith, unless an extension of this time limit is granted by the Sanctioning Authority concerned.

(6) In addition to his executing the agreement/mortgage deed referred to above, an employee of the Corporation shall, before receiving payment of the loan, be required to furnish surety bond in the prescribed form of two permanent employees of the Corporation. The surety may be from permanent employees of the same status as the applicant.

Notes—

- (1) The liability of the surety will continue till the house built/purchased is mortgaged to the Corporation or till the loan together with interest due thereon is repaid to Corporation whichever happens earlier.
- (2) Utilisation of the loan for a purpose other than that for which it is sanctioned shall render the employee to disciplinary action under the Corporation Regulations, apart from his being called upon to refund to the Corporation forthwith the entire loan drawn by him.

6. *Interest*—Loans granted under these Regulations shall carry from the date of the loan, simple interest at the rate of 1 per cent over the Bank Rate prevailing at the time of the grant of the loan. The amount of interest shall be calculated on the balance outstanding on the last day of each month.

7. *Construction, Maintenance, etc.*—The construction of the house or additions to the living accommodation in existing house (as the case may be) shall be:—

(i) Carried out exactly in accordance with the approved plan and specifications on the basis of which the amount of the loan has been computed and sanctioned. The plan and specifications must not be departed from without the prior concurrence of the Sanctioning Authority. The employee shall certify, when applying for instalments of loan admissible at the plinth/roof level, that construction is being carried out strictly in accordance with the plan and estimates furnished by him to the Corporation, that the construction has actually reached plinth/roof level, and that the amount already drawn has actually been used on the construction of the house. The Sanctioning Authority may, if necessary, arrange to have inspection carried out to verify the correctness of the certificates.

(ii) (a) Completed within 18 months of the date on which the first instalment of the loan is paid to the employee concerned. Failure to do so will render the employee liable to refund the entire amount advanced to him (together with interest thereon calculated as in Regulation 6 above), in one lump sum. An extension of the time limit may be allowed upto one year by the Sanctioning Authority and for longer period by the Chairman, in those cases where the work is delayed due to circumstances beyond his control. The date of completion must be reported to the Sanctioning Authority concerned without delay.

(ii) (b) Immediately on completion or purchase of the house, the employee concerned shall insure the house, at his own cost, with the Indian Insurance Companies Association Pool, Bombay for a sum not less than the amount of the loan and shall keep it so insured, against damage by fire, flood or lightning till the loan is fully repaid to the Corporation and deposit the policy with the Corporation. The premia must be paid regularly and the premium receipts produced for inspection by the appropriate authority (viz. F.D./or Sanctioning Authority) concerned. The Finance Department/Accounts Officer will obtain from the employee drawing the loan, a letter to the Insurer with which the house is insured, to notify to the latter the fact that Corporation is interested in the insurance policy secured. The Finance Department/Accounts Officer will himself forward the letter to the Insurer and obtain his acknowledgement. In the case of insurances effected on annual basis, this process should be repeated every year until the loan has been fully repaid to the Corporation.

(ii) (c) The house must be maintained in good repair at his own cost by the employee concerned. He shall also keep it free from all encumbrances, and shall continue to pay all the Municipal and other local rates and taxes regularly until the loan has been repaid to the Corporation in full. The employee shall furnish an annual certificate to this effect to the Sanctioning Authority.

(ii)(d) After the completion of the house, annual inspection may be carried out by any authorised officer under instructions from the Sanctioning Authority concerned, to ensure that it is maintained in good repair until the loan has been repaid in full. The employee concerned shall afford full facility for these inspections to the officer(s) designated for the purpose.

Note—Furnishing of false certificates will render the employee concerned liable to suitable disciplinary action apart from his being called upon to refund to the Corporation forthwith the entire loan drawn by him.

8. *Repayment of the loan*—The loan granted to an employee under these Regulations, together with the interest thereon shall be repaid in full by monthly instalments within a period not exceeding 15 years or before the employee's retirement; whichever is earlier. Firstly the recovery of the loan shall be made in not more than 140 monthly instalments and their interest shall be recovered in not more than 40 monthly instalments.

Notes—

(1) The amount to be recovered monthly shall be fixed in whole rupees, except in the case of the last instalment when the remaining balance including any fraction of a rupee shall be recovered.

(2) Recovery of loan granted for constructing a new house or enlarging living accommodation in an existing house shall commence from the month following the completion of the house or the 18th month after the date on which the first instalment of the loan is paid to the employee, whichever is earlier. In the case for loan taken for purchasing a ready built house, recovery shall commence from the pay of the month following that in which the loan is drawn.

(3) It will be open to employees to repay the amount in a shorter period if they so desire. In any case, the entire loan must be repaid in full (with interest thereon) before the date on which they are due to retire from services.

(4) In order to avoid undue hardship to an employee who is due to retire within 15 years of the date of application for the grant of a loan, the Sanctioning Authority may permit him to repay the loan with interest in convenient monthly instalments the amount of which shall not be less than the amount of monthly instalment on the basis of repayment within a period of 15 years during the remaining period of his service, provided he gives an undertaking to repay the entire outstanding balance before the date of retirement by making a final withdrawal from his provident fund.

(5) In case the employee does not repay the balance of the loan due to Corporation on or before the date of his retirement, it shall be open to Corporation to enforce the security of the mortgage at any time thereafter and recover the balance of the loan due together with interest and cost of recovery, by sale of the house or in such other manner as may be permissible under the law.

(b) Recovery of the loan shall be effected from the monthly pay/leave salary payment of the employees concerned. These recoveries will not be held up or postponed except with the prior concurrence of the Sanctioning Authority.

(c) If an employee of the Corporation ceases to be in service for any reason other than normal retirement/superannuation, or if he/she dies, before repayment of the advance in full, the entire outstanding amount of the loan shall become payable to the Corporation forthwith. Corporation may, however, in deserving cases, permit the employee concerned, or his successors in interest as the case may be, to repay the outstanding amount together with interest thereon calculated as in Regulation 6 above, in suitable instalments. Failure on the part of the employee concerned or his successors (as the case may be) to repay the loan for any reason whatsoever, will entitle the Corporation to enforce the mortgage and take such other action to effect recovery of the outstanding amount as may be permissible.

(d) The property mortgaged to the Corporation shall be reconveyed to the employee concerned (or his successors in interest as the case may be) after the loan together with the interest thereon has been repaid to the Corporation in full.

9. Procedure for dealing with Applications—

(a) The applications should be submitted by the employees desirous of obtaining the loan through proper channel to the Financial Comptroller at Headquarters. The following documents should accompany the applications:—

- (i) A declaration in regard to house property, if any, owned by the applicant or the applicant's wife/husband/minor children at the time of application.
- (ii) If the loan is required for enlarging living accommodation in an existing house, an attested copy of the sale deed as well as of other documents if any, establishing that the applicant possesses indisputable title to the property in question. A site plan should also be furnished.
- (iii) In cases where applicants happen to be in possession of land and desire to build a new house on it, a copy of the sale deed or other proof of the applicant having clear title to land on which the house is proposed to be built, alongwith a site plan. If the land happens to be lease-hold, an attested copy of the lease-deed should also be enclosed.

(b) The Area Managers at the Bases and Chief Administrative Officer at Headquarters will scrutinise the application and satisfy themselves of the correctness of the facts etc., stated therein. They will also examine the title deeds etc., furnished in compliance with sub-regulations (ii) and (iii) above (in consultation with the Legal Advisers and the Revenue and Registration Authorities, if necessary) to make sure that the applicant does, in fact, possess a clear title to the property in question. After this has been done, the Area Manager/Chief Administrative Officer will forward the applications to the Financial Comptroller of the Corporation alongwith their recommendations.

Note—Any cost, if incurred by the Corporation in order to ascertain the title to the land of the employee shall be borne by the employee concerned.

(c) The Financial Comptroller of the Corporation will examine the applications with reference to the priorities etc., if any laid down for dealing with them. Subject to funds being available, the General Manager of the Corporation will sanction the grant of loans as required within the Regulations.

Note—The General Manager is authorised to redelegate his power to the Financial Comptroller or any other responsible senior officer to act on his behalf.

On issue of the sanction, the Finance Department or the Accounts Officer as the case may be, shall see that all the formalities such as the execution of agreement, Mortgage Deed in the prescribed form are all completed. If necessary, the Legal Adviser may be consulted; that office will then authorise the payment of the appropriate amount out of the sanctioned loan to the applicant. Where land or a ready built house is intended to be purchased with the help of the loan, the Finance Department/Accounts Officer may before making payment of the loan, also require the employee concerned to certify that negotiations for the purchase have reached concluding stages, that the purchase price is not likely to be less than the amount of loan sanctioned, and that he has satisfied himself that the transaction will enable him to acquire indisputable title to the land/house in question; in such cases the sale deeds etc. shall be examined by the Finance Department/Accounts Officer carefully (in consultation with Legal Adviser and other authorities, where necessary) to ensure that the employee concerned has actually acquired indisputable title to the property in question. It should also be verified that the market value of the Land/House purchased is not less than the loan sanctioned.

(d) The applicants desirous of constructing a new house or enlarging living accommodation in an existing house, should furnish two copies of plans as well as specifications and estimates in the prescribed proforma. The plans must be got duly approved by the Municipality or other local body concerned before submitting to the Corporation.

(e) The Financial Comptroller will, after examining all these details, issue the necessary sanction of the amount of loan that can be granted to the applicant concerned. The Finance Department/Accounts Officer shall attend to all formalities as explained in sub-regulation (d) (i) above and then make payment of the first instalment of the amount of loan for construction purposes to the applicant. The orders for the payment of the remaining two instalments will be issued by the Financial Comptroller on the basis of certificates to be furnished by the applicants as prescribed in Regulation 7(a) and such inspections as may be deemed necessary. It should also be verified, before disbursing the last instalment of the loan that the development of the site has been completed.

(f) The Finance Department/Accounts Officer shall also ensure that the transaction/construction of the house is completed within the period prescribed in the Regulations and that:—

- (i) The prescribed mortgage deed is executed immediately on completion/purchase of the house, and the document kept in safe custody after registration.
- (ii) The house is insured in the manner indicated in Regulation 7(a) above, immediately on its purchase/completion and that the premium receipts are regularly produced for inspection.
- (iii) The house is maintained in good repair and that the necessary insurance premia and municipal rates and taxes are paid regularly, and the requisite certificate furnished annually, until the loan has been repaid in full.
- (iv) Monthly recovery of instalments of repayment of the loan commences from the due date and is made regularly from the pay/leave salary of the employee concerned thereafter.
- (v) In the case of the employees likely to retire within 18 months of the date of their application for the advance of the loan, the amount of their Provident Fund will be adequate to cover the balance of the loan outstanding against them just before the date of their retirement and that in such cases any applications for advance/withdrawal from their Provident Fund subsequent to the grant of loans for house building under these Regulations, should not be ordinarily entertained.
- (vi) Any amount drawn in excess of the expenditure incurred is refunded by the employee concerned to the Corporation forthwith together with the interest, if any, due thereon.
- (vii) The property mortgaged to Corporation is released immediately on the repayment of the loan and the interest thereon in full.

(g) In order to watch the disbursement of funds and the progress on the construction of houses, each Area Manager, will send to the Financial Comptroller of the Corporation a consolidated quarterly progress report in respect of all the Departments and offices under him by the end of the month following the quarter to which it relates, in the prescribed proforma.

Application form prescribed under the Regulations regulating the grant of loans to the Corporation employees for Building, etc. of Houses

1. (a) Name (In block letters).
- (b) Designation.
- (c) Scale of pay.
- (d) Present pay (excluding allowances but including Dearness Pay, if any).
- (e) Department to which the applicant belongs.
2. Station where posted.
3. Please state:—

Whether you are a permanent employee of the Corporation and the length of service rendered under the Corporation	Permanent post	Date of birth and age on next birthday	Date on which you will attain the age of 55 years	Is your wife/husband a Corporation employee. If so, give her/his name, designation, etc.
1	2	3	4	5

4. Do you or does your wife/husband/minor child already own a house? [See Regulation 2(i).] If so, please state:—

Station where it is situated with exact address	Floor area in sq. ft.	Its approximate valuation	Reasons for desiring to own another house, or enlarging living accommodation in an existing house, as the case may be.
1	2	3	4

5. (a) Do you require the loan for building a new house? If so please indicate:—

Approximate floor area of the house proposed to be constructed (in sq. ft.)	Estimated Cost			Amount of loan required	No. of years in which the loan with interest is proposed to be repaid.
	Cost of land	Cost of building	Total		
1	2	3	4	5	6

Note—Entries in column 2—4 will have to be supported by specifications, estimates (in enclosed form) and plan at the appropriate stage.

- (b) Whether you are already in possession of the land? If so, please state:—

Name of the city or town where it is located.	Whether you wish to settle there after retirement.	Area of the Plot (in sq. yds.)	Name of the Municipal or other local authority (if any) in whose jurisdiction it is located.
1	2	3	4

(c) If no plot of land is already in your possession, how and when do you purpose to acquire one? State the approximate plot area (in Sq. Yards) proposed to be acquired.

6. Do you require the loan for enlarging living accommodation in an existing house? If so, please state:—

No. of rooms in the house (excluding lavatory, bathroom and kitchen).	Total floor area of the rooms (in sq. ft.)	If an additional storey is proposed to be added is the foundation strong enough	Particulars of Addition desired			Amount of loan desired.	No. of yrs in which the loan with interest is proposed to be repaid.
			No. of rooms	Floor Area (in sq. ft.)	Estimated cost.		
1	2	3	4	5	6	7	8

Note—A plan of the house should accompany the application.

8. Do you require the loan for purchasing a ready made house?

(a) (i) If so, and in case you already have a house in view, please state:—

Exact location of the house.	Floor area of the house (in sq. ft.)	Plinth area of the house (in sq. ft.)	Appx. age of the house.	Municipal valuation of the house	Name and address of the owner	Appx. price expected to be paid	Amt. of loan required	No. of yrs. in which the loan with interest is proposed to be repaid.
1	2	3	4	5	6	7	8	9

(ii) Have you satisfied yourself that the transaction would result in your acquiring an indisputable title to the house.

Note—A plan of the house should accompany the application.

(b) If you do not already have a house in view how, when and where do you propose to acquire one? Indicate:—

The appx. amount upto which you will be prepared to buy a house.	The appx. amount of loan required.	No. of years in which the loan with interest is proposed to be repaid.
1	2	3

Note—Details specified against item 7(a) above should be furnished in this case also as soon as possible and in any case before the full amount of the loan can be drawn.

8. Is the land on which the house stands, or is proposed to be constructed, free hold or lease hold? If lease hold, state:—

The term of the lease	How much of the term has already expired.	Whether conditions of the lease permit the land/being mortgaged to Government.	Premium paid for the plot.	Annual rental of the plot.
1	2	3	4	5

Note—A copy of the lease/sale deed should accompany the application.

9. (a) Is your title to land/house undisputed and free from encumbrances.

(b) Can you produce, if required, original documents (sale or lease deed) in support of your title? If not, state reasons therefor indicating what other documentary proof, if any, can you furnish in support of your claim? (See items 5(b) & 6 above).

(c) Does the locality in which the plot of land/house is situated, possess essential services like roads, water supply, drainage, sewage, street-lighting, etc.? (Please furnish a site plan with complete address).

10. In case you happen to be due to retire from service within 15 years of the date of this application, do you undertake to repay the outstanding balance of the loan by making a final (House building) withdrawal from your Provident Fund.

11. Surety Bond in the prescribed form of two permanent employees of the Corporation of my or higher status is enclosed.

Declarations

I solemnly declare that the information furnished by me in reply to the various items indicated above is true to the best of my knowledge and belief.

2. I have read the Regulations regulating the grant of loan to the employees of the Corporation, for building etc. of houses and agree to abide by the terms and conditions stipulated therein.

3. I certify that*

(i) my wife/husband is not an employee of the Corporation.

(ii) my wife/husband who is not an employee of the Corporation has not applied for and/or obtained a loan under these Regulations.

(iii) Neither I nor my wife/husband has applied for and/or obtained a loan from any other Government source for the acquisition of housing property.

STATION:

Signature of the applicant

Date:

Designation

Department/Office in which employed

(To be completed by the Area Manager/Chief Administrative Officer.

No..... Station Date

Forwarded to the Financial Comptroller, I.A.C. Headquarters, New Delhi. The facts stated in the application have been verified and found correct.

It is recommended that a loan of Rs. may be granted to the applicant. I have satisfied myself, on the basis of monthly deductions etc. made from the applicant's salary, that this amount is well within his repaying capacity.

*Signature

Designation

Name of the Department

FORM No. 1

Abstract of cost of original estimates and detailed specifications (based on details in form No. 2) for grant of loan to the employees of the Corporation for the building of houses

Amount Rs.....

Name.....

Designation.....

Locality and address in which the house is proposed to be constructed.

Item No.	Sub-heads and items of work	Quantity or No.	Rate	Per	Amount	Total
1	2	3	4	5	6	7

I—Earth Work

(Earthwork Excavation for foundations and disposing of the surplus earth, etc.)
1000 C.Ft.

II—Concrete Work

(Foundation concrete with cements or lime using stone or brick ballast either below floors or for footings
100 C. Ft.

*Name of the signing officer should also be indicated in block letters below his signature.

III—Damp Proof Course

(Concrete on rich mortar or bitumanastic compound)

Item No.	Sub-heads and items of work	Quantity or No.	Rate	Per	Amount	Total
1	2	3	4	5	6	7

IV—Roofing Work
(R. C. C. Asbestos or any other type of suitable roof).
V—Reinforced Cement Concrete.
VI—Masonry
(Brick, Stone, Concrete Blocks walls etc.)
VII—Wood Work.
(For Doors and Windows, Wooden Scantlines for roofs etc.)

VIII—Steel Work
For reinforcements, holdfast, window bars etc.)

IX—Flooring
(Concrete, Stone or Marble chip etc.)

X—Finishing
Plastering, Pointing, Colour or white-washing, Painting etc.)

XI—Miscellaneous
(Like, Rain water pipes, Shelves, Jalis, Chulas, Pegs, Hooks for fans etc.)

XII—Sanitary Installations
(Closets, Connections, pipes, man-holes, drains etc.)

XIII—Water Supply
(Taps, Water meters, water tanks, G. I. Pipes etc.)

XIV—Electricity
(Electric points, meters, connections, lines etc.)

Total Cost :

Date : Signature of the applicant

Note—The abstract is to be typed on a separate sheet indicating the actual detailed items of work, rates, etc. (proposed to be adopted) and attached to the application at the appropriate stage.

Detailed Estimates for loan to the Employees of the Corporation for the Building of a House.
(Detailed estimate sheet to support the quantities given in form 1).

Name :

Designation :

Office to which attached :

Locality and address in which the house is proposed to be constructed.

Serial No.	Details of work	No.	Measurements			
			Length	Breadth	Height	Qty.
1	2	3	4	5	6	8
1. EARTH WORK						
1 Earthwork in excavation in all soils for foundation and other trenches and depositing the same within one chain bed and upto 5' 0" Lift.						
Front wall	1	19½	1½	2	59
Rear Verandah retaining wall	1	19½	1½	1½	44
Outside wall	1	20½	1½	2	62
Common walls between rooms	1½	12½	1½	2	56
W. C. Front and rear	2	3½	1	1½	11
Do. side	1½	4½	1	1½	11
Steps in front and rear	2	4½	1½	½	7
Total earthwork						250

Refilling the excavated earth etc.
Continue details for all items as given in Sample Form No. 1.

Date : Signature of applicant

Note—The entries made in Columns 3—7 against item 1 above are just to explain how the entire form is to be prepared. It should be typed on a separate sheet and attached to the application at the appropriate stage.

FORM NO. 1

FORM OF MORTGAGE DEED TO BE EXECUTED
WHEN THE PROPERTY IS FREE HOLD

(Regulations to regulate the grant of loans to the employees of the Indian Airlines Corporation for acquisition of housing properties).

This indenture made this day of one thousand nine hundred and sixty..... between son of of at present employed as in the Indian Airlines Corporation office of at (hereinafter called "THE MORTGAGOR" which expression shall unless excluded by or repugnant to the subject or context, include his/her heirs, executors, administrators and assigns of the one PART AND the Indian Airlines Corporation, a Corporation constituted under Act 27 of 1955 having its office at (hereinafter called "THE MORTGAGEE" which expression shall unless excluded by or repugnant to the subject or context include its successors and assigns) of the OTHER PART:

WHEREAS the MORTGAGOR is the absolute and sole beneficial owner and is seized and possessed of or otherwise well and sufficiently entitled to the land and/or house hereditaments and premises hereinafter described in the Schedule hereunder written and for greater clearness delineated on the plan annexed hereto and thereon shown with the boundaries thereof coloured and expressed to be hereby conveyed transferred and assured (hereinafter referred to as "the said Mortgaged property").

AND WHEREAS the MORTGAGOR applied to the MORTGAGEE for a loan of Rs. (Rupees only) for the purchase of enabling the MORTGAGOR

1. to purchase land and to construct a house thereon or *(to enlarge living accommodation in the existing house on the said hereditaments).

*2. to construct a house on the said hereditaments, or *(to enlarge living accommodation in the house on the said hereditaments).

*3. To purchase a ready built aforesaid house or *to repay a loan taken by the Mortgagor for constructing or purchasing the aforesaid house.

AND WHEREAS the Mortgagee agreed to advance to the Mortgagor the said sum of Rs. on certain terms and conditions.

AND WHEREAS one of the conditions for the aforesaid loan is that the Mortgagee should secure the repayment of the said loan and due observance of all the terms and conditions contained in the "Regulations to regulate the grant of loans to the employees of the Indian Airlines Corporation for acquisition of housing properties" (hereinafter referred to as the "said Regulations" which expression shall, where the context so admits include any amendment thereof or addition thereto for the time being in force) by a Mortgage of the property described in the Schedule hereunder written.

AND WHEREAS THE MORTGAGEE

*[1. has sanctioned to the MORTGAGOR a loan of Rs. (Rupees only) payable by such instalments and in the manner as hereinafter appearing].

*[2. has paid to the MORTGAGOR a loan of Rs. (Rupees only) on] and in the manner provided in the said Rules upon having the repayment of the loan with interest and the observance of all the terms and conditions contained in the said Regulations as hereinafter mentioned secured in the manner hereinafter appearing:

AND WHEREAS THE MORTGAGOR is to receive from the Mortgagee the aforesaid loan in the following instalments:—

*(Rs. already received on *Rs. on the execution of this indenture by the Mortgagor in favour of the Mortgagee. Rs. when the construction of the house reaches plinth level.

*(Rs. When the construction of the house reaches roof level, provided the Mortgagee is satisfied that the development of the area in which the house is built is complete in respect of amenities such as Water supply, Street Lighting, Roads, Drainage and Sewage).

*Mention what ever is applicable.

†This will not be more than 140.

§This will not be more than 40.

||Normal rate of interest to be charged under the said regulation.

NOW THIS INDENTURE WITNESSETH as follows:—

(i) In pursuance of the said Regulations and in consideration of the said loan sanctioned/paid by the MORTGAGEE to the MORTGAGOR pursuant to the provisions contained in the said Regulations the MORTGAGOR DOTH hereby covenant with the MORTGAGEE that the Mortgagor shall always duly observe and perform all the terms and conditions of the said Regulations and shall repay to the Mortgagee the said loan of Rs. (Rupees only) by† monthly instalments from the pay of the Mortgagor commencing from the month of nineteen hundred and sixty and the Mortgagor hereby authorises the Mortgagee to make deduction from his monthly pay/leave salary of the amount of such instalments and the Mortgagor shall after paying the full amount of the loan also pay interest due thereon in § monthly instalments in the manner and on the terms specified in the said Regulations, provided that the Mortgagor shall repay the entire loan with interest in full before the date on which he/she is due to retire from service, failing which the Mortgagee shall be entitled to enforce this security of the Mortgage at any time thereafter and recover the balance of the loan then due together with interest and costs of recovery by sale of the mortgaged property or in such other manner as may be permissible under the law. It will, however, be open to the Mortgagor to repay the amount in a shorter period.

(ii) If the MORTGAGOR shall utilise the loan for a purpose other than that for which the loan is sanctioned, or if the MORTGAGOR shall become insolvent or shall cease to be in service for any reason other than normal retirement/superannuation or if he/she dies before payment of the loan in full, or if the MORTGAGOR shall fail to observe or perform any of the terms, conditions and stipulations specified in the said Regulations and on his/her part to be observed and performed then and in any such case the whole of the principal amount of the loan or so much thereof as shall then remain due and unpaid shall become payable forthwith to the MORTGAGEE with interest thereon at|| per cent per annum calculated from the date of the payment by the MORTGAGEE of the first instalment of the said loan.

(iii) In further pursuance of the said Regulations and for the consideration aforesaid and to secure repayment of the aforesaid loan and interest as shall at any time or times hereinafter be due to the MORTGAGEE under the terms of these presents the MORTGAGOR doth hereby grant, convey, transfer, assign, and assure unto the MORTGAGEE ALL AND SINGULAR the said Mortgaged property fully described in the schedule hereunder written together with buildings erected or to be erected by the Mortgagor on the said Mortgaged property or materials for the time being thereon with all rights, easements and appurtenances to the said Mortgaged property or any of them belonging TO HOLD the said Mortgaged property with their appurtenances including all erections and buildings erected and built or to be erected and built hereafter on the said Mortgaged property or materials for the time being thereon unto and to the use of the mortgagee absolutely for ever and free from all encumbrances SUBJECT NEVERTHELESS to the proviso for redemption hereinafter contained PROVIDED ALWAYS AND it is hereby agreed and declared by and between the parties hereto that if the MORTGAGOR shall duly pay to the MORTGAGEE the said principal sum and interest hereby secured in the manner herein provided and also the other moneys (if any) determined to be payable by the MORTGAGOR to the MORTGAGEE under the terms and conditions of the said Regulations then the MORTGAGEE will at any time thereafter upon the request and at the cost of the MORTGAGOR reconvey, re-transfer and reassure the said Mortgaged property upto and to the use of the Mortgagor or as he may direct.

(iv) AND IT IS HEREBY EXPRESSLY AGREED AND DECLARED that if there shall be any breach by the MORTGAGOR of the covenants on his/her part herein contained or if the MORTGAGOR shall become insolvent or shall cease to be in service for any reason other than normal retirement/superannuation or if he/she dies before all the dues payable to the Mortgagee under these presents together with interest thereon shall have been fully paid off or if the said loan or any part thereof becomes payable forthwith under these presents or otherwise then and in any of such cases it shall be lawful for the MORTGAGEE to sell the said Mortgaged property or any part thereof either together or in parcels and either by public auction

or by private contract with power to buy in or rescind any contract for sale and to resell without being responsible for any loss which may be occasioned thereby and to do and execute all such acts and assurances for effectuating any such sale as the MORTGAGEE shall think fit AND IT IS HEREBY declared that the receipt of the MORTGAGEE for the purchase money of the premises sold or any part thereof shall effectually discharge the purchaser or purchasers therefrom AND IT IS HEREBY declared that the MORTGAGEE shall hold the moneys to arise from any sale in pursuance of the aforesaid power upon TRUST in the first place thereout to pay all the expenses incurred on such sale and then to pay moneys in or towards the satisfaction of the moneys for the time being owing on the Security of these presents and the balance if any to be paid to the Mortgagor.

(v) The MORTGAGOR hereby covenants with the MORTGAGEE as follows:—

(a) That the MORTGAGOR now hath in himself/herself good right and lawful authority to grant, convey, transfer, assign and assure the MORTGAGED property unto and to the use of the MORTGAGEE in manner aforesaid.

(b) That the Mortgagor shall carry out the construction of the house/additions to living accommodation in the aforesaid house exactly in accordance with the approved plan and specifications on the basis of which the above loan has been computed and sanctioned unless a departure therefrom is permitted by the Mortgagee. The Mortgagor shall certify, when applying for instalments of loan admissible at the plinth/roof level, that the construction is being carried out in accordance with the plan and estimates furnished by him to the Mortgagee, that the construction has reached plinth/roof level and that the amount already drawn out of the sanctioned loan has actually been used on the construction of the house. He/she will allow the Mortgagee to carry out either by himself or through his representative an inspection to verify the correctness of the aforesaid certificates. If a false certificate is furnished by the Mortgagor he/she will be liable to pay to the Mortgagee forthwith the entire loan received by him and further will also be liable to such disciplinary action as may be permissible under the rules of service as applicable to the Mortgagor.

NOTE—Clauses (b) and (c) are not applicable when the loan is for the purchase of ready built house.

(c) That the Mortgagor shall complete the construction of the house/additions to living accommodation in the aforesaid house within eighteen months of *..... unless an extension of time is allowed in writing by the Mortgagee. In case of default the Mortgagor shall be liable to repay forthwith the entire amount loaned to him together with interest calculated under the said Regulations in one lump sum. The Mortgagor shall report to the Mortgagee the date of completion of the house and furnish a certificate to the Mortgagee that the full amount of the loan has been utilised for the purpose for which it was sanctioned

(d) That the Mortgagor shall immediately insure the house at his own cost, with the Indian Insurance Companies Association Pool, Bombay for a sum not less than the amount of the aforesaid loan and shall keep it so insured against loss or damage by fire, flood and lightning as provided in the said Regulations till the loan is fully repaid to the Mortgagee and deposit the policy of insurance with the Mortgagee. The Mortgagor shall pay regularly the premium in respect of said insurance from time to time and will when required produce to the MORTGAGEE the premium receipts for inspection. In the event of failure on the part of the Mortgagor to effect the insurance against fire, flood and lightning, it shall be lawful but not obligatory for the MORTGAGEE to insure the said house at the cost of the MORTGAGEE and add the amount

of the premium to the outstanding amount of the loan and the MORTGAGOR shall thereupon be liable to pay interest thereon as if the amount of the premium had been advanced to him as part of the aforesaid loan at till the amount is repaid to the MORTGAGEE or is recovered as if it were an amount covered by the security of these presents. The Mortgagor, shall give a letter to the Mortgagee as often as required, addressed to the Insurer, with which the house is insured with a view to enable the Mortgagee to modify to the Insurer the fact that the Mortgagee is interested in the insurance policy secured.

(e) That the Mortgagor shall maintain the aforesaid house in good repair at his own cost and shall pay all the Municipal and other local rates, taxes and all other outgoings in respect of the mortgaged property regularly until the loan has been repaid to the Mortgagee in full. The Mortgagor shall also furnish to the Mortgagee an annual certificate to the above effect.

(f) The Mortgagor shall afford full facility to the Mortgagee for carrying out inspections after completion of the house to ensure that it is maintained in good repair until the loan has been repaid in full.

(g) The Mortgagor shall refund to the Mortgagee any amount together with interest, if any, due thereon drawn on account of the loan in excess of the expenditure incurred, for which the loan was sanctioned.

(h) That the Mortgagor shall not during the continuance of these presents charge, encumber, alien or otherwise dispose of the Mortgaged property.

(i) Notwithstanding anything herein contained the Mortgagee shall be entitled to recover the balance of the loan with interest remaining unpaid at the time of his retirement or death preceding retirement from the whole or any specified part of the gratuity that may be sanctioned to the Mortgagor.

SCHEDULE ABOVE REFERRED TO

In witness whereof the Mortgagor has hereunto set his hand and the Indian Airlines Corporation has caused Shri for and on its behalf to set his hand hereunto the day and year first above written.

Signed by the said (Mortgagor) In the presence of

1st Witness:

Address:

Occupation;

2nd Witness:

Address:

Occupation;

Signed by Shri for and on behalf of the Indian Airlines Corporation in the presence of—

1st Witness:

Address:

Occupation:

2nd Witness:

Address:

Occupation:

*Here mention the date on which the first instalment of the loan is paid to the mortgagor.

FORM NO. II

FORM OF MORTGAGE DEED TO BE EXECUTED
WHEN THE PROPERTY IS LEASE-HOLD

(Regulations to regulate the grant of loans to employees of the Indian Airlines Corporation for acquisition of Housing properties).

This indenture made this day of one thousand nine hundred and sixty between son of of at present employed as in the Corporation Office of at (hereinafter called "THE MORTGAGOR" which expression shall unless excluded by or repugnant to the subject or context includes his/her heirs, executors, administrators and assigns) of the one PART AND THE Indian Airlines Corporation a Corporation constituted under Act 27 of 1953 having its office at (hereinafter called "THE MORTGAGEE" which expression shall unless excluded by or repugnant to the subject or context include its successors and assigns) of the OTHER PART:

Whereas by a lease dated and made between the lessor therein demised to the Mortgagor the property situated at and more particularly described in the Schedule hereunder written for a term of years commencing from at the yearly/monthly rent of Rs. and subject to the performance and observance of the covenants and conditions therein mentioned.

AND WHEREAS THE MORTGAGOR applied to the MORTGAGEE for a loan of Rs. (Rupees only) for the purpose of enabling the MORTGAGOR *1. to purchase land and *to construct a house thereon or *(to enlarge living accommodation in the existing house on the said hereditaments).

*2. To construct a house on the said hereditaments, or *(to enlarge living accommodation in the house on the said hereditaments).

*3. To purchase a ready built aforesaid house or *to repay a loan taken by the Mortgagor for constructing or purchasing the aforesaid house.

AND WHEREAS the Mortgagee agreed to advance/to the Mortgagor the said sum of Rs. on certain terms and conditions.

AND WHEREAS one of the conditions for the aforesaid loan is that the Mortgagee should secure the repayment of the said loan and due observance of all the terms and conditions contained in the "Regulations to regulate the grant of loans to the employee of the Indian Airlines Corporation for acquisition of housing properties" (hereinafter referred to as the "said Regulations" which expression shall, where the context so admits include any amendment thereof or addition thereto for the time being in force) by a Mortgage of the property described in the schedule hereunder written.

AND WHEREAS THE MORTGAGEE

*(1. has sanctioned to the MORTGAGOR a loan of Rs. (Rupees only) payable by such instalments and in the manner as hereinafter appearing).

*(2. has paid to the MORTGAGOR a loan of Rs. (Rupees only) on and in the manner provided in the said Regulations upon having the repayment of the loan with interest and observance of all the terms and conditions contained in the said Regulations as hereinafter mentioned secured in the manner hereinafter appearing:

AND WHEREAS THE MORTGAGOR is to receive from the Mortgagee the aforesaid loan in the following instalments:—

(*Rs. already received on

NOTE:—The language will be modified if the mode of payment of a loan is different from what is prescribed in Regulation 5.

*Rs. When the construction of the house reaches roof level, provided the Mortgagee is satisfied that the development of the area in which the house is built is complete in respect of amenities such as Water Supply Street Lighting, Road, Drainage & Sewage.)

* Mention whatever is applicable. † This will not be more than 140.

*(AND WHEREAS the lessor of the said premises has given his approval for the mortgage on the condition that if the property be sold under the Powers herein contained, or otherwise he will be paid first, after the cost of such sale, his share of the unearned increase as provided in the said lease).

NOTE:—This applies to Nazul lands (normally) to be inserted wherever applicable.

NOW THIS INDENTURE WITNESSETH as follows:—

(i) In pursuance of the said Regulations and in consideration of the said loan sanctioned/paid by the MORTGAGEE to the MORTGAGOR pursuant to the provisions contained in the said Regulations the MORTGAGOR DOETH hereby covenant with the MORTGAGEE that the Mortgagor shall always duly observe and perform all the terms and conditions of the said Regulations and shall repay to the MORTGAGEE the said loan of Rs. (Rupees only) by † monthly instalments from the pay of the Mortgagor commencing from the month of nineteen hundred and sixty and the Mortgagor hereby authorises the Mortgagee to make deduction from his monthly pay/leave salary of the amount of such instalments and THE Mortgagor shall after paying the full amount of the loan also pay interest due thereon in monthly instalments in the manner and on the terms specified in the said Regulations, Provided that the Mortgagor shall repay the entire loan with interest in full before the date on which he/she is due to retire from service, failing which the Mortgagee shall be entitled to enforce this security of the mortgage at any time thereafter and recover the balance of the loan then due together with interest and costs of recovery by sale of the mortgaged property or in such other manner as may be permissible under the law. It will, however, be open to the Mortgagor to repay the amount in a shorter period.

(ii) If the Mortgagor shall utilise the loan for a purpose other than that for which the loan is sanctioned, or if the MORTGAGOR shall become insolvent or shall cease to be in service for any reason other than normal retirement/superannuation or if he/she dies before payment of the loan in full, or if the MORTGAGOR shall fail to observe or perform any of the terms, conditions and stipulations specified in the said Regulations and on his/her part to be observed and performed then and in any such case the whole of the principal amount of the loan or so much thereof as shall then remain due and unpaid shall become payable forthwith to the MORTGAGEE with interest thereof at † per cent per annum calculated from the date of the payment by the MORTGAGEE of the first instalment of the said loan.

(iii) In further pursuance of the said Regulations and for the consideration aforesaid and to secure repayment of the aforesaid loan and interest as shall at any time or times hereinafter be due to the Mortgagee under the terms of these presents the Mortgagor Doeth hereby grant, convey, transfer, assign and assure unto the Mortgagee all and Singular the said property comprised in the said lease dated and more particularly described in the Schedule hereunder written together with buildings erected or to be erected by the Mortgagor on the said property (hereinafter referred to as the Mortgaged property) or materials for the time being thereon with all rights, easements and appurtenances to the said Mortgaged property or any of them belonging subject to covenants by the lessee and to the conditions therein contained to HOLD unto the Mortgagee absolutely free from encumbrances for the residue of the said term of years subject to the terms and covenants of the said lease and subject nevertheless to the proviso for redemption hereinafter contained PROVIDED ALWAYS AND it is hereby agreed and declared by and between the parties hereto that if the MORTGAGOR shall duly pay to the MORTGAGEE the said principal sum and interest hereby secured in the manner herein provided and also the other moneys (if any) determined to be payable by the MORTGAGOR to the MORTGAGEE under the terms and conditions of the said Regulations, then the Mortgagee will at any time thereafter upon the request and at the cost of the MORTGAGOR reconvey, retransfer and reassure the said Mortgaged property unto and to the use of the Mortgagor or as he may direct.

(iv) AND IT IS HEREBY EXPRESSLY AGREED AND DECLARED that if there shall be any breach by the MORTGAGOR of the covenants on his/her part herein contained or if the MORTGAGOR shall become insolvent or shall cease to be in service for any reason other than normal retirement/superannuation or if he/she dies before all the dues payable to the Mortgagee under these presents together with interest thereon shall have been fully paid off or if the said loan or any part thereof becomes payable

† (Normal rate of interest to be charged under the said Regulation).

forthwith under these presents or otherwise then and in any of such cases it shall be lawful for the MORTGAGEE TO SELL the said Mortgaged property or any part thereof either together or in parcels and either by public auction or by private contract with power to buy in or rescind and contract for sale and to resell without being responsible for any loss which may be occasioned thereby and to do and execute all such acts and assurances for effectuating and such sale as the MORTGAGEE shall think fit and IT IS HEREBY declared that the receipt of the MORTGAGEE for the purchase money of the premises sold or any part thereof shall effectually discharge the purchaser or purchasers therefrom AND IT IS HEREBY declared that the MORTGAGEE shall hold the moneys to arise from any sale in pursuance of the aforesaid power UPON TRUST in the first place thereout to pay all the expenses incurred on such sale * (and in the next place to pay to the lessor of the Mortgaged property 50 per cent of the unearned increase pursuant to clause of the said lease) and then to pay moneys in or towards the satisfaction of the moneys for the time being owing on the security of these presents and the balance if any to be paid to the Mortgagor.

(v) The Mortgagor, hereby covenants with the MORTGAGEE as follows:—

(a) That the Mortgagor now hath in himself/herself good right and lawful authority to grant, convey, transfer assign and assure the MORTGAGED property unto and to the use of the MORTGAGEE in manner aforesaid.

(b) That the Mortgagor shall carry out the construction of the house/additions to living accommodation in the aforesaid house exactly in accordance with the approved plan and specifications on the basis of which the above loan has been computed and sanctioned unless a departure therefrom is permitted by the Mortgagee. The Mortgagor shall certify, when applying for instalments loan admissible at the plinth/roof level, that the construction is being carried out in accordance with the plan and estimates furnished by him to the Mortgagee, that the construction has reached plinth/roof level and that the amount already drawn out of the sanctioned loan has actually been used on the construction of the house. He/she will allow the Mortgagee to carry out either by himself or through his representative an inspection to verify the correctness of the aforesaid certificates. If a false certificate is furnished by the Mortgagor he/she will be liable to pay to the Mortgagee forthwith the entire loan received by him and further will also be liable to such disciplinary action as may be permissible under the Regulations of service as applicable to the Mortgagor.

(c) That the Mortgagor shall complete the construction of the house/additions to living accommodation in the aforesaid house within eighteen months of unless an extension of time is allowed in writing by the Mortgagee. In case of default the Mortgagor shall be liable to repay forthwith the entire amount loaned to him together with interest calculated under the said Regulations, in one lump sum. The Mortgagor shall report to the Mortgagee the date of completion of the house and furnish a certificate to the Mortgagee that the full amount of the loan has been utilised for the purpose for which it was sanctioned.

(d) That the MORTGAGOR shall immediately insure the house at his own cost, with the Indian Insurance Companies Association Pool, Bombay for sum not less than the amount of the aforesaid loan and shall keep it so insured against loss or damage by fire, flood and lightning as provided in the said Regulations till the loan is fully repaid to the Mortgagee and deposit the policy of insurance with the Mortgagee. The Mortgagor shall pay regularly the premium in respect of the said insurance from time to time and will when required produce to the MORTGAGEE THE premium receipts for inspection. In the event of failure on the part of the MORTGAGOR to effect the insurance against fire, flood and lightning, it should be lawful but not obligatory for the MORTGAGEE to insure the said house at the cost of the MORTGAGOR and add the amount of the premium to the outstanding amount of the loan and the MORTGAGOR shall thereupon be liable to pay interest

thereon as if the aforesaid loan at till the amount is repaid to the Mortgagee or is recovered as if it were an amount covered by the Security of these presents. The Mortgagor, shall give a letter to the Mortgagee as often as required, addressed to the Insurer, with which the house is insured with a view to enable the Mortgagee to notify to the Insurer the fact that the Mortgagee is interested in the insurance policy secured.

(e) That the Mortgagor shall maintain the aforesaid house in good repair at his own cost and shall pay all the Municipal and other local rates taxes and all other outgoings in respect of the mortgaged property regularly until the loan has been repaid to the Mortgagee in full. The Mortgagor shall also furnish to the Mortgagee an annual certificate to the above effect.

(f) The Mortgagor shall afford full facility to the Mortgagee for carrying out inspections after completion of the house to ensure that it is maintained in good repair until the loan has been repaid in full.

(g) The Mortgagor shall refund to the Mortgagee any amount together with interest, if any, due thereon drawn on account of the loan in excess of the expenditure incurred, for which the loan was sanctioned.

(h) That the said Lease dated is now valid and subsisting lease of the said Mortgaged property and are in no wise void or voidable and the rents and the covenants and conditions in and by the indenture of Lease reserved have been paid performed and observed upto the date of these presents and that the same is assignable in the manner hereinbefore stated.

(i) That the Mortgagor will so long as any money shall remain owing on the security of the said Mortgaged property hereinbefore expressed to be hereby assigned and, in any case for the period of the said Lease, duly observe all the covenants by the Lessee and condition contained in the said Indenture of Lease referred to in the Schedule hereunder written and keep the Mortgagee indemnified against all actions, suits, proceedings, costs, charges, claims and demands which will be incurred or sustained by reason of the non-payment of the said rent or the breach, non-performance or non-observance of the said covenants and conditions or any of them.

(j) That the Mortgagor shall not during the continuance of these presents charge, encumber, alien or otherwise dispose of the Mortgaged property.

(k) Notwithstanding anything herein-contained the Mortgagee shall be entitled to recover the balance of the loan with interest remaining unpaid at the time of his retirement or death preceding retirement from the whole or any specified part of the gratuity that may be sanctioned to the Mortgagor.

SCHEDULE ABOVE REFERRED TO

In witness whereof the Mortgagor has hereunto set his hand the Indian Airlines Corporation has caused Shri..... for and on its behalf to set his hand hereunto the day and year first above written.

Signed by the said (Mortgagor)

In the presence of

1st witness:

Address:

Occupation:

2nd witness:

Address:

Occupation:

Signed by Shri for and on behalf of the Indian Airlines Corporation in the presence of:—

1st witness:

Address:

Occupation:

2nd witness:

Address:

Occupation:

* In Case Nazul lands in Delhi and in similar cases wherever applicable.

† Here mention the date on which the first instalment of the loan is paid to the Mortgagor.

FORM NO. III

FORM OF AGREEMENT TO BE EXECUTED AT THE TIME OF DRAWING LOAN BY AN EMPLOYEE OF THE CORPORATION FOR BUILDING ETC. OF HOUSE

(Regulations to regulate the grant of loans to the employees of the Indian Airlines Corporation for acquisition of housing properties).

AN AGREEMENT MADE THIS day of one thousand nine hundred and BETWEEN son of at present serving as (hereinafter called 'the Borrower', which expression shall unless excluded by or repugnant to the subject or context include his heirs, executors, legal representatives and administrators) of the one part and the Indian Airlines Corporation, a Corporation constituted under Act 27 of 1953 (hereinafter called 'the Corporation' which expression shall unless excluded by or repugnant to the subject or context include its successors and assigns) of the other part. WHEREAS the borrower desires to *purchase land construct a house thereon or enlarge living accommodation his/her house, *purchase a ready built house *repay a loan taken by the mortgagor for constructing or purchasing a house-described in the Schedule hereto annexed and WHEREAS the Borrower has under the provision of the Regulations framed by the Corporation to regulate the grant of loans to the employees of the Indian Airlines Corporation for building etc. of houses (hereinafter referred to as the "said Regulations" which expression shall, where the context so admits, include any amendment thereof or addition thereto for the time being in force) applied to the Corporation for a loan of Rupees and the Corporation has sanctioned a loan of Rupees to the Borrower vide its letter No. dated a copy of which is annexed to these presents for the purpose aforesaid on the terms and conditions set forth therein NOW IT IS HEREBY AGREED by and between the parties hereto that in consideration of the sum of Rupees paid/ to be paid by the Corporation to the Borrower the Borrower hereby agrees with the Corporation—

- (i) to repay to the Corporation the said amount with interest calculated in accordance with the said Regulations for the time being in force by monthly instalments of Rupees to be deducted from his pay as provided for by the said rules from the month of nineteen hundred and sixty and the Borrower hereby authorises the Corporation to make such deductions from his monthly pay/salary bills.

†(2) (a) Within two months from the date of the receipt of the aforesaid amount of Rs. (Rupees only) out of the said loan to expend the aforesaid amount in the purchase of land and to produce for inspection of the Corporation the sale deed in respect thereof failing which the Borrower shall be liable to refund forthwith the entire amount to the Corporation together with interest thereon.

*(b) Within three months from the date of the receipt of the aforesaid loan of Rs. (Rupees) to expend the aforesaid amount *(in the purchase of the said ready built house).

*(in the repayment of the loan taken by the Borrower for constructing or purchasing the said

house) and to complete the acquisition/redemption of the said house and mortgage it to the Corporation failing which the Borrower shall refund the loan together with interest to the Corporation forthwith unless an extension of time is granted by the Corporation.

*(c) to complete construction of the said house within eighteen months of strictly in accordance with the approved plan and specifications on the basis of which the amount of loan has been computed and sanctioned or within such extended period as may be laid down by the Corporation.

(3) If the actual amount paid for the purchase of land or the purchase/redemption of the house is less than the amount received under these presents by the Borrower to repay the difference to the Corporation forthwith;

(4) to execute a document mortgaging the said house/land along with the house to be built thereon to the Corporation security for the amount loaned to the Borrower under these presents as also for the interest payable for the said amount in the form provided by the said Regulations.

(5) AND IT IS HEREBY AGREED AND DECLARED THAT ‡(if the land is not purchased and the sale deed therefor not produced for inspection of the Corporation within two months of the date of drawal of the part of the loan for that purpose) or (if the house is not purchased/ redeemed and mortgaged within three months of the drawal of the loan) or if the Borrower fails to complete the construction of the said house as hereinbefore agreed, or if the Borrower becomes insolvent or quits the service of the Corporation or dies the whole amount of the loan together with the interest accruing thereon shall immediately become due and payable to the Corporation.

(6) Without prejudice to any other right to the Corporation in that behalf, if any amount becomes refundable or payable by the Borrower to the Corporation. The Corporation will be entitled to recover the same by deducting from his/pay such amounts as it shall deem reasonable.

IN WITNESS WHERE OF THE BORROWER has hereunto set his hand and the Corporation has caused Shri for and on its behalf to set his hand the day and the year first above written.

* The Schedule above referred to:—

Signed by the said Borrower

in the presence of

(Signature of the Borrower)

1st Witness

Address

Occupation.

2nd Witness

Address

Occupation:

Signed by Shri for and on behalf of the Indian Airlines Corporation.

In the presence of:

1st Witness

Address:

Occupation.

2nd Witness

Address:

Occupation.

FORM IV
SURETY BOND

(Regulations to regulate the grant of loans to the employees of the Indian Airlines Corporation for acquisition of housing properties).

Know all men by these presents that I s/o resident of in the District of at present employed as a permanent in the Indian Airlines Corporation (hereinafter called "the Surety" I) and I S/o resident of in the District of at present employed as a permanent in the Indian Airlines Corporation (hereinafter called "the Surety No. 2") are held and firmly bound unto the Indian Airlines Corporation, a Corporation constituted under Act 27 of 1953 (hereinafter called "the Corporation" which expression shall unless excluded by or repugnant to the subjects or context include its successors and assigns) in the sum of Rs. (Rupees only) to be paid to the Corporation. For which Payment to be well and truly made, we hereby jointly and severally bind ourselves, our heirs, executors administrators and representatives firmly by these presents. As witness our hand this day of one thousand nine hundred and sixty

Whereas s/o a resident of in the district of at present employed as Permanent in the Indian Airlines Corporation at (hereinafter called "the Borrower" * (but is due to retire on), applied to the Corporation for a loan of Rs. for the purpose of purchasing land and/or constructing a new house or enlarging living accommodation in an existing house, purchasing a ready built house, or repayment of earlier loan, taken for constructing/purchasing a house and whereas the Corporation sanctioned the payment of Rs. (Rupees only) (under the Regulations framed by the Indian Airlines Corporation to regulate the grant of loan to em-

said

at day of 196

Signature, address and occupation of the witnesses.

Signed by Shri General Manager of Indian Airlines Corporation (or to whom this power has been delegated) for and on behalf of the Corporation in the presence of—
1st Witness
Address
Occupation

ployees of the Indian Airlines Corporation for acquisition of housing properties thereafter referred to as the "Said Regulations").

And whereas the Borrower had undertaken to repay the said amount in full, with interest thereon, by monthly instalments of Rs. each, within a period not exceeding 15 years or before retirement of the borrower; whichever is earlier.

And whereas the Borrower has further undertaken to Mortgage the house built/purchased/redeemed, with the help of the said amount and to observe the provisions of the said Regulations.

And whereas in consideration of the Corporation having agreed to grant the aforesaid loan to the Borrower, we the Sureties have agreed to execute the above Bond with such conditions as hereunder is written:—

Now the condition of the obligation is such that if the said Borrower shall while employed in the said Corporation, duly and regularly pay or cause to be paid to the Corporation, the amount of the aforesaid loan owing to the Corporation by instalments until the said sum of Rs. (Rupees only) shall be duly paid, or mortgages to the Corporation the house built/purchased/redeemed referred to above, whichever event happens earlier, then this Bond shall be void and inoperative, otherwise, the same shall be and remain in full force and virtue. But so nevertheless that if the Borrower shall die or become insolvent or at any time cease to be in the service of the Corporation, the whole or so much of the said principal sum of Rs. (Rupees together with the interest as shall then remain unpaid, shall immediately become due and payable to the Corporation and recoverable from both the Sureties or any one of them, in one instalment by virtue of this Bond.

The obligation undertaken by the Sureties shall not be discharged or in any way affected by an extension of time or any other indulgence granted by the Corporation to the said Borrower.

Signed and delivered by the

(Signature of Surety No. 1)
Designation

Office to which attached

Signature of Surety No. 2
Designation

Office to which attached

In the presence of—

(i)
(ii)

General Manager of Indian Airlines Corporation (or to whom this power has been delegated) for and on behalf of the Corporation in the presence of—

2nd Witness
Address
Occupation

FORM NO. V

FORM OF RECONVEYANCE FOR HOUSE BUILDING LOANS, VIDE REGULATION 8 (d)

(Regulations to regulate the grant of loans to the employees of the Indian Airlines Corporation for acquisition of housing properties).

THIS DEED OF RECONVEYANCE IS MADE THE day of 196 **BETWEEN THE** Indian Airlines Corporation a Corporation constituted under Act 27 of 1953 having its office at (hereinafter called the Mortgagee which expression shall unless excluded by or repugnant to the subject or context include its successors and assigns) of the one part and of (hereinafter called the mortgagor which expression shall unless excluded by or repugnant to the subject or context include his/her heirs, executors, administrators and assigns) of the other part.

WHEREAS by an Indenture of mortgage, dated the day of 196 and made **BETWEEN** the Mortgagor of the one part and the Mortgagee of the other part and registered at in book volume pages to as No. for (hereinafter called the **PRINCIPAL INDENTURE**). The Mortgagor by

the said Principal Indenture mortgaged the property at and more particularly described in the Schedule hereunder written to the Mortgagee to secure a loan of Rs. made by the Mortgagee to the Mortgagor.

AND WHEREAS ALL MONEY due and owing on the security of the **PRINCIPAL INDENTURE** have been fully paid and satisfied and the Mortgagee has accordingly at the request of the Mortgagor agreed to execute a re-conveyance of the Mortgaged premises as in hereinafter contained. **NOW THIS INDENTURE WITNESSTH** that in pursuance of the said agreement and in consideration of the premises the Mortgagee doth hereby grant assign and reconvey unto the Mortgagor, **ALL THAT THE** piece of land situated at and comprised in the said Principal indenture and more particularly described in the Schedule hereunder written with their rights easements and appurtenances as in the **PRINCIPAL INDENTURE** expressed and all the estates right title interest property claim and demand whatsoever of the Mortgagee into out of or upon the said premises by virtue of the **PRINCIPAL INDENTURE** to have and to hold the premises hereinbefore expressed to be hereby granted assigned and reconveyed unto and to the use of the Mortgagor, for ever freed and discharged from all moneys intended to be secured by the said **PRINCIPAL INDENTURE** and from all actions, suits, accounts, claims and demands for, or, in

respect of, the said moneys or any part thereof, or, for or in respect of, the PRINCIPAL INDENTURE OR of any thing relating to the premises AND THE Mortgagee hereby covenants with the Mortgagor that the Mortgagee has not done or knowingly suffered or been party or privy to anything whereby the said premises or any part thereof, are/is or can be impeached, incumbered or affected in title estate of otherwise howsoever, IN WITNESS Whereof the Mortgagee has caused on its behalf to set his hand the day and year first above written.

SCHEDULE ABOVE REFERRED TO

Signed by for and on behalf of the Mortgagee in the presence of

LIFE INSURANCE CORPORATION OF INDIA (STAFF) REGULATIONS, 1960

"The Life Insurance Corporation of India Staff Regulations, 1960, approved by the Central Government on the 13th June 1960 and coming into force as from 1st July 1960 are notified as under:—"

Preamble—Whereas it is necessary to frame regulations defining the terms and conditions of service of the staff of the Life Insurance Corporation of India, the Corporation, in exercise of the powers vested in it under clauses (b) and (bb) of sub-section (2) of Section 49 of the Life Insurance Corporation Act, 1956, and with the previous approval of the Central Government, is pleased to make the following regulations:

CHAPTER I

PRELIMINARY

1. **Short Title**—These Regulations may be called the Life Insurance Corporation of India (Staff) Regulations, 1960.

2. **Application**—They shall apply to every whole-time employee of the Corporation unless otherwise provided by the terms of any contract, agreement or letter of appointment.

Explanation—"Employee" means a whole-time salaried employee, whose salary is chargeable to the Life Insurance Fund of the Corporation but excludes insurance agents and work-charged employees whose salaries are charged to particular property/properties or work/works. In the case of female employee "he" and "his" are to be read as "she" and "her".

3. **Definitions**—In these Regulations, unless there is anything repugnant in the subject or context:—

(a) "Act" means the Life Insurance Corporation Act, 1956.

(b) "Compensatory allowance" means an allowance granted to meet personal expenditure necessitated by the special circumstances in which duty is performed (e.g. fixed travelling allowance, conveyance allowance, etc.), and is payable during the period such conditions exist.

(c) "Competent authority" means the authority specified in Schedule IV to discharge the functions laid down in these Regulations.

(d) "Corporation" means the Life Insurance Corporation of India.

(e) "Insurer" in respect of a "transferred employee" shall mean the insurer in whose service the employee was working immediately prior to the Appointed Day.

(f) "Lien" means the title of an employee to hold substantively either immediately or on the termination of a period or periods of absence, a permanent post to which he has been appointed substantively i.e. held in a permanent capacity.

(g) "Officiate": An employee officiates in a post when he performs the duties of a post on which another person holds a lien. The Appointing Authority may, if it thinks fit, appoint an employee to officiate in a vacant post on which no other employee holds a lien.

(h) "Personal Pay" means an additional pay granted:

(i) to save an employee from the loss of salary due to any reduction of salary otherwise than as disciplinary measure; or

(ii) in exceptional circumstances, on other personal considerations.

(i) "Salary" means the basic pay, special pay, personal pay, dearness allowance and all other allowances, but excluding overtime payments, conveyance allowance and other compensatory allowances.

(j) "Service" shall include the period spent on duty as well as leave including Extraordinary Leave.

(k) "Special Pay" means an addition of the nature of pay to the emoluments of a post or of an employee in consideration of:

(i) the specially arduous nature of duties; of

(ii) a specific addition to the work of responsibility.

(l) "Transferred employee" shall mean an employee of an insurer or of a Chief Agent who was deemed to have become an employee of the Corporation on the Appointed Day under Section 11 or Section 12 of the Life Insurance Corporation Act.

All words and expressions used herein and not defined herein but defined in the Life Insurance Corporation Act, 1956, or the Insurance Act, 1938, or the Rules made under the above Acts or the Life Insurance Corporation Regulations shall have respectively the meaning assigned to them in those Acts or Rules or Regulations unless otherwise provided in the contracts.

4. **Power to implement Regulations**—The Chairman may from time to time issue such instructions or directions as may be necessary to give effect to, and carry out, the provisions of these Regulations and in order to secure effective control over the staff employed in the Corporation.

CHAPTER II

APPOINTMENTS, PROBATION AND TERMINATION OF SERVICE

Section I—Appointments

5. **Classification**—The staff of the Corporation shall be classified as follows:—

Class I—Officers

Class II—Field Officers

Class III—Supervisory and Clerical Staff.

Class IV—Subordinate Staff.

6. **Appointing Authority**—Appointments including promotions shall be made by the authorities specified in this behalf in Schedule I.

7. **Direct Recruitment and Promotion**—(i) In making selections and promotions the appointing authority (vide Schedule I) shall be assisted by Committees herein prescribed.

Posts belonging to Class I

(a) Posts for which the minimum of the grade is Rs. 1,200 or more—Services & Budget Committee.

(b) Posts for which the minimum of the grade is Rs. 900 or more but less than Rs. 1,200, Chairman and three officers of the rank of Managing Director and/or Executive Directors.

(c) Posts for which the minimum of the grade is Rs. 500 or more but less than Rs. 900 three officers of the rank of Managing Director and/or Executive Directors.

(d) Posts for which the minimum of the grade is less than Rs. 500. One officer of the rank of Dy. Zonal Manager and two officers not below the rank of Divisional Managers at least one of whom will be from the Central Office.

(ii) Posts belonging to Class II

One officer of the Zonal Office not below the rank of Assistant Divisional Manager and two officers not below the rank of Assistant Senior Officers from the Divisional Office.

(iii) Posts belonging to Class III

(a) Superintendents and Higher Grade Assistants: One officer not below the rank of a Divisional Manager and two officers not below the rank of Assistant Divisional Managers at least one of whom will be from the Central Office.

(b) Section Heads: One officer not below the rank of Assistant Divisional Manager and two officers not below the rank of Assistant Senior Officers at least one of whom will be from the Central or the Zonal Office.

(c) Assistants, Record Clerks and other similar posts: Three officers not below the rank of Assistant Senior Officers.

(iv) Posts in Class IV

One officer not below the rank of Assistant Senior Officer and two officers not below the rank of Junior Officers.

Provided, however, the appointing authority may nominate on the aforesaid Committees additional members if necessary.

(2) Promotion shall be based on merit, suitability of the candidate for a particular post and seniority. Merit and suitability may be judged by confidential reports and/or interviews and/or examinations.

(3) Where an Appointing Authority subordinate to the Corporation is unable to accept the recommendation of the Committee it shall record in writing the reasons for disagreeing with the recommendation of the Committee and pass such orders as it may deem fit.

8. *Temporary Staff*—Notwithstanding anything contained in these Regulations in Managing Director, or Executive Director (Personnel) or a Zonal Manager may employ staff in Classes III and IV on a temporary basis for a period not exceeding six months, subject to such general or special directions as may be issued by the Chairman from time to time.

9. *Certificate of health*—No person shall be appointed to the service of the Corporation unless he has been certified by a qualified medical practitioner, approved by the Corporation, to be of sound constitution and medically fit to discharge his duties.

10. *Age*—The age of a person at the time of his appointment to the service of the Corporation shall not be less than 18 or more than 25 years, provided that the competent authority will have the discretion to relax or waive the limit wherever necessary; provided also that in the case of appointments to posts belonging to Class II, there shall be no upper age limit.

11. *Salary on appointment*—All first appointments shall be made on the minimum basic pay of the grade to which the appointment is made, provided that the Chairman may authorise the grant of advance increments with reference to the circumstances in each case:

Provided also that where the appointment in question is to be made on a starting basic pay of Rs. 500 or more, the grant of advance increments shall be subject to the approval of the Corporation.

12. *Reappointment*—No person who has been dismissed from the service of the Corporation shall be reemployed. A person who has been compulsorily retired or removed from service or whose services have been terminated may be reemployed with the prior sanction of the Corporation in the case of appointments to posts belonging to Class I and the Services and Budget Committee in the case of appointments to posts belonging to Classes II, III & IV.

Provided that the appointing authority may reemploy, with the approval of the Chairman, persons who have resigned from service.

Explanation—Re-employment of retrenched temporary employees shall not be deemed to be reemployment under this Regulation and such persons may be re-employed without the sanction of the Chairman, the Services and Budget Committee or the Corporation.

13. *Commencement of service*—Except as otherwise provided by or under these Regulations, "service" of an employee shall be deemed to commence from the working day on which an employee reports for duty in an appointment covered by these Regulations at the place and time intimated to him by the appointing authority, provided that he reports before noon, otherwise his service shall commence from the following day.

Explanation—In the case of a "transferred employee" his "service" shall be deemed to have commenced from the date on which his service commenced with the insurer.

Section 2—Probation

14. *Probation*—(1) Persons appointed to posts belonging to Classes I & II shall, on the first appointment in the Corporation's service, be required to be on probation for a period of one year from the date of appointment.

(2) Persons appointed to posts belonging to Classes III & IV shall, on the first appointment in the Corporation's service, be required to be on probation for six months.

(3) Subject to the provisions of any law for the time being in force the appointing authority may at its discretion dispense with, reduce or extend the probationary

period, but in no case shall the total period of probation exceed:—

(a) In case of employees belonging to Classes I & II—two years.

(b) In other cases—one year.

(4) During the period of probation an employee shall be liable to be discharged from service without any notice.

15. *Temporary service in lieu of probation*—Where an employee has rendered continuous temporary service prior to his appointment in a permanent vacancy the provisions of Regulation 14 regarding the period required to be spent on probation may be waived, at the discretion of the appointing authority, to the extent of the period of such temporary service.

16. *Probation on promotion*—An employee promoted to a higher post shall be treated as on probation in the higher post for a period of one year in the case of promotions to posts belonging to Classes I and II and 6 months in other cases. He shall be liable to be reverted without notice at any time during the period of probation.

Explanation—During the period of such probation, an employee retains his lien on his lower post and the period shall count as permanent service for all purposes.

17. *Reversion during officiating period*—An employee appointed to officiate in a higher post shall be liable to be reverted without notice during the officiating period.

Section III—Termination

18. *Determination of Services*—(1) An employee, other than an employee on probation or an employee appointed on a temporary basis, shall not leave or discontinue his service in the Corporation without first giving notice in writing to the competent authority of his intention to leave or discontinue the service. The period of notice required shall be—

(a) three months in the case of an employee belonging to Class I;

(b) one month in the case of other employees. Provided that such notice may be waived in part or in full by the competent authority at its discretion.

In case of breach by an employee of the provisions of this sub-regulation, he shall be liable to pay the Corporation as compensation a sum equal to his salary for the period of notice required of him, which sum may be deducted from any moneys due to him.

(2) The Chairman, the Services and Budget Committee or the Corporation may determine the service of any employee at any time after the expiry of the period of his probation on giving him—

(a) three month's notice salary in lieu thereof if he is an employee in Class I, and

(b) one month's notice or salary in lieu thereof if he is an employee in any other class.

Provided, however, that the period of notice will be doubled in the case of employees who have served for 10 years or more.

Provided further that no order under this Regulation shall be made by an authority subordinate to the appointing authority.

(3) Nothing contained in this Regulation shall affect the right of the appointing authority to retire, discharge, remove or dismiss an employee without notice or salary in lieu thereof in accordance with the provisions of Regulation 39.

Explanation 1—The expression "month" used in this Regulation shall be reckoned according to the English calendar and shall commence from the day following that on which notice is received by the Corporation or the employee as the case may be.

Explanation 2—A notice given by an employee under sub-regulation (1) above shall be deemed to be proper only if he remains on duty during the period of the notice, and an employee shall not be entitled to set off any leave earned against the period of such notice.

19. *Superannuation and retirement*—(1) A transferred employee shall retire on completion of age 60; but the appointing authority may direct such employee to retire on completion of 55 years of age or at any time thereafter, if his efficiency is found to have been impaired.

(2) An employee appointed to the service of the Corporation on or after 1st September 1956 shall retire on completion of 58 years of age; but the appointing authority may direct such employee to retire on completion of 55 years of age or at any time thereafter, if his efficiency is found to have been impaired.

Explanation—Notwithstanding anything contained in Regulation 63, where an employee has privilege leave earned but not availed of as on the date of retirement, as prescribed in the above sub-regulations and provided that he had applied for such leave sufficiently in advance before the date of retirement and the leave was refused by the competent authority, he may be permitted to avail of the leave and in that case the employee will be deemed to retire from service at the expiry of the refused leave.

(3) Nothing contained in sub-regulations (1) and (2) shall affect the right of the Corporation to retire an employee without notice or pay in lieu thereof on his being certified by a medical examiner to be nominated for the purpose by the appointing authority, as being incapacitated for further continuous service either due to continued illness or accident.

Provided that an employee who is a member of any approved superannuation fund, as defined in clause (a) of Section 58-N of the Indian Income-tax Act, 1922, and which has been recognised and allowed to be continued by the Corporation shall be permitted upon request to retire either (a) on completion of 25 years of service or (b) on completion of 20 years of service, provided he has reached age 50 or (c) on completion of 20 years of service if he is incapacitated for further active service.

CHAPTER III

CONDUCT, DISCIPLINE AND APPEALS

Section 1—Conduct and Discipline

20. *Scope of an employee's service*—Unless in any case it be otherwise distinctly provided the whole time of an employee shall be at the disposal of the Corporation and he shall serve the Corporation in its business in such capacity and at such place as he may, from time to time, be directed.

21. *Liability to abide by the regulations*—Every employee of the Corporation shall at all times maintain absolute integrity and devotion to duty, shall conform to and abide by these Regulations and shall observe, comply with and obey all orders and discretions which may, from time to time, be given to him in the course of his official duties by any person or persons under whose jurisdiction, superintendence or control he may, for the time being, be placed.

22. *Obligation to maintain secrecy*—No employee shall while in service or after his retirement, resignation or discharge, except in accordance with any general or special order of his superior officers or Corporation or in performance in good faith of the duties assigned to him communicate directly or indirectly any official document or information to any employee or any other persons to whom he is not authorised to communicate such document or information.

23. *Evidence before Committee or any other authority*—(1) Save as provided in sub-regulation (3) below, no employee shall, except with the previous sanction of the competent authority, give evidence in connection with any inquiry conducted by any person, committee or authority.

(2) Where any sanction has been accorded under sub-regulation (1) no employee giving such evidence shall criticise the policy or any action of the Corporation or of the Government.

(3) Nothing in this regulation shall apply to—

- (a) evidence given at an inquiry before an authority appointed by Government, by Parliament or by a State Legislature or Corporation; or
- (b) evidence given in any judicial inquiry; or
- (c) evidence given at any departmental inquiry ordered by the Corporation or by any authority subordinate to it or by the Government.

24. *Employees to promote the Corporation's interest*—Every employee shall serve the Corporation honestly and faithfully and shall use his utmost endeavours to promote the interest of the Corporation, and shall show courtesy and attention in all transactions.

25. *Prohibition against participation in politics and standing for elections*—(1) No employee shall be a member of, or be otherwise associated with any political party or any organisation which takes part in politics, nor shall he take part in, subscribe in aid of or assist in any other manner any political movement or activity.

(2) It shall be the duty of every employee to endeavour to prevent any member of his family from taking part in subscribing in aid of or assist in any other manner any movement which tends directly or indirectly to be subversive of the Life Insurance Corporation or of the Government as by law established, and where an employee is unable to prevent a member of his family from taking part in, or subscribing in aid of, or assisting in any other manner, any such movement or activity, he shall make a report to that effect to the Corporation.

Explanation—For purpose of the regulations in this chapter "members of the family" in relation to an employee include:—

- (i) the wife, child or step-child of such employee whether residing with him or not, and in relation to an employee who is a woman, the husband residing with her and dependent on her; and
- (ii) any other persons related, whether by blood or by marriage, to the employee or to such employee's wife or husband and wholly dependent on such Corporation employee;

but does not include a wife or husband legally separated from the employee, or child or step-child who is no longer in any way dependent upon him or her, or of whose custody the employee has been deprived by law.

(3) If any question arises whether any movement or activity falls within the scope of this Regulation the decision of the Corporation thereon shall be final.

(4) No employee shall canvass or otherwise interfere or use his influence in connection with or take part in an election to any legislature or local authority;

Provided that:

- (i) an employee qualified to vote at such election may exercise his right to vote, but where he does so, he shall give no indication of the manner in which he proposes to vote or has voted.
- (ii) an employee shall not be deemed to have contravened the provisions of this regulation by reason only that he assists in the conduct of an election in the due performance of a duty imposed on him by or under any law for the time being in force.
- (iii) The Chairman may permit an employee to offer himself as a candidate for election to a local authority and the employee so permitted shall not be deemed to have contravened the provisions of this Regulation.

Explanation—The display by an employee on his personal vehicle or residence, of any electoral symbol shall amount to using his influence in connection with an election within the meaning of this sub-regulation.

26. *Connection with Press and Radio*—(1) No employee shall, except with the previous sanction of the Corporation, own wholly or in part or conduct, or participate in the editing or managing of, any newspaper or other periodical publication.

(2) No employee shall, except with the previous sanction of the Corporation or of any other authority empowered by it in this behalf or in the bona fide discharge of his duties, participate in a radio broadcast or contribute any article or write any letter either anonymously or in his own name or in the name of any other person to any newspaper or periodical.

Provided that no such sanction shall be required if such broadcast or such contribution is of a purely literary, artistic or scientific character.

Provided further that this Regulation will not apply to any statements to the press made by office bearers of a registered Trade Union of the employees in any matter which is of the nature of a trade dispute and does not contravene the provisions of Regulation 22.

27. *Private Trading*—(1) No employee or class of employees shall, except with the approval of the Corporation, engage directly or indirectly in any trade or business.

(2) No employee shall, except with the previous sanction of the Corporation, take part in the registration, promotion or management of any bank or other company registered under the Indian Companies Act, or any other law for the time being in force.

Provided that an employee may take part in the registration, promotion or management of Cooperative Societies under Co-operative Societies Act or any other law for time being in force or of a literary, scientific or charitable society registered under the Societies Registration Act, 1860, or any other corresponding law in force.

28. *Employees not to seek outside employment*—No employee shall accept, solicit or seek any outside employment or office whether stipendiary or honorary, without the previous sanction of the competent authority.

29. *Part-time work*—No employee shall undertake part-time work for a private or public body or a private person or accept fee therefor, without the sanction of the competent authority which shall grant sanction only in exceptional cases when it is satisfied that the work can be undertaken without detriment to his official duties and responsibilities. The competent authority may, in cases in which it thinks fit to grant such sanction, stipulate that any fees received by the employee for undertaking the work shall be paid in whole or part, to the Corporation.

Provided that nothing contained in this regulation shall prohibit Class III (other than Superintendents) or Class IV employees from acting as Insurance Agents of the Corporation.

30. *Employees not to be absent from duty without permission or be late in attendance*—(1) An employee shall not absent himself from his duties without having obtained the permission of the competent authority, nor shall he absent himself in case of sickness or accident without submitting a medical certificate, satisfactory to the competent authority.

Provided that in case of unforeseen emergency an employee may be allowed to avail of one day's casual leave without prior sanction, subject to the condition that the competent authority is promptly advised of the circumstances in which prior sanction could not be obtained.

Provided further that in the case of temporary indisposition the production of a medical certificate may, at the absolute discretion of the competent authority, be dispensed with.

(2) An employee who absents himself from duty without leave or overstays his leave, shall not ordinarily be entitled to draw any pay and allowances during such absence or overstayal, and shall further be liable to such disciplinary measures as the competent authority may impose. Provided, however, that the competent authority may treat such period of absence or overstayal, if not followed by termination of service under Regulations 14, 18 or 39 as period spent on privilege, sick, special or extraordinary leave if after obtaining an explanation in writing it is satisfied that the overstayal or absence without leave was due to circumstances beyond the control of the employee.

(3) An employee who is habitually late in attendance shall, in addition to such other penalty as the competent authority may deem fit to impose, have one day of casual leave forfeited for every three days he is late in a month. Where such an employee, has no casual leave due to him, the period of leave to be so forfeited may be treated as privilege or extraordinary leave as the competent authority may determine.

Explanation—The competent authority may, at its absolute discretion, condone late attendance by any employee up to 2 days in a month, provided the circumstances under which the employee had to attend late were beyond his control and in that case such late attendance will not be taken into consideration for debiting the casual leave account in accordance with sub-regulation (3).

31. *Absence from Station*—No employee shall absent himself from his station overnight, except on duty, without the prior sanction of the competent authority.

32. *Acceptance of gifts*—(1) No employee shall, except with the sanction of the Chairman accept or permit his wife or any other member of his family to accept from any person any gift of more than trifling value.

(2) If the question arises whether any gift is of trifling value or not, or where an employee is in any doubt whether a gift offered to him is of a trifling value or not a reference shall be made to Chairman by such employee and the decision of the Chairman thereon shall be final.

33. *Speculating in stocks, shares etc.*—(1) No employee shall speculate in any investment.

Explanation—Habitual purchase or sale of securities of notoriously fluctuating values shall be deemed to be speculation in investment within the meaning of this sub-regulation.

(2) No employee shall make, or permit his wife or any member of his family to make, an investment likely to embarrass or influence him in the discharge of his duties.

(3) If any question arises whether a security or investment is of the nature referred to in sub-regulation (1) or sub-regulation (2), the decision of the Corporation shall be final.

34. *Restrictions on borrowing and investments*—(1) No employee shall, except with the previous sanction of the competent authority, lend money to any person possessing land or valuable property within the local limits of his authority, or, on interest to any person.

Provided that an employee may make an advance of pay to a private servant, or give a loan of small amount free of interest to a personal friend or relative, even if such person possesses land within the local limits of his authority.

(2) No employee shall, save in the ordinary course of business with a bank or a firm of standing, borrow money from or otherwise place himself under pecuniary obligation to any person within the local limits of his authority, or any other person with whom he is likely to have official dealings, nor shall he permit any member of his family, except with the previous sanction of the competent authority, to enter into any such transaction.

Provided that an employee may accept a purely temporary loan of small amount, free of interest, from a personal friend or relative or operate a credit account with a *bona fide* tradesman.

35. *Employees in debt*—An employee shall so manage his private affairs as to avoid habitual indebtedness or insolvency. An employee who is in debt shall furnish to the competent authority a signed statement of his position half-yearly on the 30th June and 31st December, and shall indicate in the statement the steps he is taking to rectify his position. An employee who makes a false statement under this Regulation or who fails to submit the prescribed statement or appears unable to liquidate his debts within a reasonable time or applies for the protection of an insolvency court shall be liable to dismissal.

Explanation 1—For the purpose of this Regulation an employee shall be deemed to be in debt if his total liabilities exclusive of those which are fully secured or those taken from the Employees Co-operative Credit Society exceed his salary for six months.

Explanation 2—An employee shall be deemed to be unable to liquidate his debts within a reasonable time if it appears, having regard to his personal resources and unavoidable current expenses, that he will not cease to be in debt within a period of three months.

36. *Suspension* (1)—The appointing authority or any authority to which it is subordinate or any other authority empowered in that behalf (vide Schedule IV) may place an employee under suspension:—

- (a) Where a disciplinary proceeding against him is contemplated or is pending, or
- (b) Where a case against him in respect of any criminal offence is under investigation or trial.

(2) An employee who is detained in custody, whether on a criminal charge or otherwise, for a period exceeding 48 hours shall be deemed to have been suspended with effect from the date of detention, by an order of the appointing authority, and shall remain under suspension until further orders.

(3) Where a penalty of dismissal, removal or compulsory retirement from service imposed upon an employee under suspension is set aside on appeal or on review under these rules and the case is remitted for further inquiry or action or with any other directions, the order of his suspension shall be deemed to have continued in force on and from the date of the original order of dismissal, removal or compulsory retirement and shall remain in force until further orders.

(4) Where a penalty of dismissal, removal or compulsory retirement from service imposed upon an employee is set aside or declared or rendered void in consequence of or by a decision of a court of law and the disciplinary authority, on consideration of the circumstances of the case, decides to hold a further inquiry against him on the allegations on which the penalty of dismissal, removal or compulsory retirement was originally imposed, the employee shall be deemed to have been placed under suspension by the appointing authority from the date of the original order of dismissal, removal or compulsory retirement and shall continue to remain under suspension until further orders.

(5) An order of suspension made or deemed to have been made under this regulation may at any time be revoked by the authority which made or is deemed to have made the order or by any authority to which that authority is subordinate.

37. *Subsistence grant*—An employee under suspension shall be entitled to subsistence grant at such rates as the suspending authority may direct, but not exceeding 1/3 of the aggregate of basic pay, special pay and personal pay. In addition he will draw the Additional D.A. and the D.A. corresponding to 1/3 of the aggregate of basic pay and special pay, provided the suspending authority may direct, that the employee under suspension shall be granted in addition such compensatory allowance as the Corporation may sanction by any general or special order.

38. *Treatment of the period of suspension*—When the suspension of an employee is held to be unjustified or not wholly justified; or when an employee who has been dismissed, removed or suspended is reinstated, the disciplinary appellate or reviewing authority, as the case may be, whose decision shall be final, may grant to him for the period of his absence from duty.

- (a) If he is honourably acquitted, the full pay and allowances which he would have been entitled to if he had not been dismissed, removed or suspended less the subsistence grant.
- (b) If otherwise such proportion of pay and allowances as the disciplinary appellate or reviewing authority may prescribe.
- (c) In a case falling under class (a), the period of absence from duty will be treated as a period spent on duty.

In a case falling under clause (b), it will not be treated as a period spent on duty unless the disciplinary appellate or reviewing authority, as the case may be, whose decision shall be final, so direct.

- (d) No order passed under this Regulation shall have the effect of compelling any employee to refund the subsistence grant payable under Regulation 37.

39. *Penalties*(1)—Without prejudice to the provisions of other Regulations, the following penalties for good and sufficient reasons, and as hereinafter provided, be imposed on an employee who commits a breach of Regulations of the Corporation, or who displays negligence, inefficiency or indolence or who knowingly does anything detrimental to the interest of the Corporation, or conflicting with the instructions or who, commits a breach of discipline, or is guilty of any other act prejudicial to good conduct:—

- (a) censure;
- (b) withholding of increments or promotion;
- (c) recovery from pay or such other amount as may be due to him of the whole or part of any pecuniary loss caused to the Corporation by negligence or breach of orders;
- (d) reduction to a lower service, or post, or to a lower time-scale, or to a lower stage in a time-scale;
- (e) compulsory retirement;
- (f) removal from service which shall not be a disqualification for future employment;
- (g) dismissal.

(2) No employee shall be dismissed or removed or compulsorily retired or reduced to a lower service or post or to a lower time-scale or to a lower stage in a time-scale by an authority subordinate to that by which he was appointed and no order imposing on an employee any of the penalties specified in clauses (b) to (g) of sub-regulation 1 supra, shall be passed by the disciplinary authority specified in Schedule I without the charge or charges being communicated to him in writing and without his having been given a reasonable opportunity of defending himself against such charge or charges and of showing cause against the action proposed to be taken against him.

(3) The disciplinary authority empowered to impose any of the penalties (b), (c), (d), (e), (f), or (g) may itself enquire into such of the charges as are not admitted, or if it considers it necessary so to do, appoint a board of enquiry or an enquiry officer for the purpose.

(4) Notwithstanding anything contained in sub-regulations (1) and (2) above.

- (i) where a penalty is imposed on an employee on the grounds of conduct which had led to a conviction on a criminal charge or,
- (ii) where the authority concerned is satisfied, for reasons to be recorded in writing, that it is not reasonably practicable to follow the procedure prescribed in this Regulation, the disciplinary authority may consider the circumstances of the case and pass such orders thereon as it deems fit.

40. *Right of appeal*—Every employee shall have a right of appeal to the appellate authority specified in Schedule I against any order passed under Regulation 36 or 39. An appeal against an order of suspension shall lie to the authority to which the authority which made or deemed to have made the order of suspension is immediately subordinate. Notwithstanding anything contained in this Regulation and subject to the provision of the Life Insurance Corporation Act, Rules and Regulations, no appeal shall lie against an order made by the Corporation under Regulation 36 or Regulation 39.

41. *Period of limitation for appeals*—No appeal under this Chapter shall be entertained unless it is submitted within a period of three months from the date on which the appellant receives a copy of the order appealed against:

Provided that the appellate authority may entertain the appeal after the expiry of the said period if it is satisfied that the appellant had sufficient cause for not submitting the appeal in time.

42. *Form and contents of appeal* (1)—Every person submitting an appeal shall do so separately and in his own name.

(2) The appeal shall be addressed to the authority to whom the appeal lies, shall contain all material statements and arguments on which the appellant relies, shall not contain any disrespectful or improper language and shall be complete in itself.

43. *Submission of appeals*—Every appeal shall be submitted through the authority which made the order appealed against.

Provided further that a copy of the appeal may be submitted direct to the appellate authority.

44. *Withholding of appeals* (1)—The authority which made the order appealed against may withhold the appeal if:—

- (i) it does not comply with any of the provisions of regulation 42 or,
- (ii) it is not submitted within the period specified in Regulation 41 and no cause is shown for the delay; or,
- (iii) it is a repetition of an appeal already decided and no new facts or circumstances are adduced:

Provided that an appeal withheld under this sub-regulation shall be returned to the appellant and if re-submitted within one month thereof after complying with the provisions or Regulation 42 shall not be withheld.

(2) Where an appeal is withheld the appellant shall be informed of the fact and the reasons therefor.

(3) At the commencement of each quarter, a list of the appeals withheld by any authority during the previous quarter, together with the reasons for withholding them, shall be furnished by that authority, to the appellate authority.

45. *Transmission of appeals* (1)—The authority which made the order appealed against shall, without any avoidable delay, transmit to the appellate authority every appeal which is not withheld under regulation 44 together with its comments thereon and the relevant records.

(2) The authority to which the appeal lies may direct transmission to it of any appeal withheld under Regulation 44 and thereupon such appeal shall be transmitted to that authority together with the comments of the authority withholding the appeal and the relevant records.

46. *Consideration of appeals* (1)—In the case of an appeal against an order of suspension, the appellate authority shall consider whether in the light of the provisions of Regulation 36 and having regard to the circumstances of the case the order of suspension is justified or not and confirm or revoke the order accordingly.

(2) In the case of an appeal against an order imposing any of the penalties specified in Regulation 39, the appellate authority shall consider:—

- (a) whether the procedure prescribed in these Regulations has been complied with, and, if not whether such non-compliance has resulted in failure of justice;
- (b) whether the findings are justified; and
- (c) whether the penalty imposed is excessive, adequate or inadequate;

and pass orders

- (i) setting aside, reducing, confirming or enhancing the penalty; or
- (ii) remitting the case to the authority which imposed the penalty or to any other authority with such direction as it may deem fit in the circumstances of the case:

Provided that

- (i) the appellate authority shall not impose any enhanced penalty which neither such authority nor the authority which made the order appealed against is competent in the case to impose;
 - (ii) no order imposing an enhanced penalty shall be passed unless the appellant is given an opportunity of making any representation which he may wish to make against such enhanced penalty; and
 - (iii) if the enhanced penalty which the appellate authority proposes to impose is one of the penalties in clauses (b) to (g) of Regulation 39, and an inquiry under the said Regulation has not already been held in the case, the appellate authority shall itself hold such inquiry or direct that such inquiry be held and thereafter on consideration of the proceedings of such inquiry and after giving the appellant an opportunity of making any representation which he may wish to make against such penalty, pass such orders as it may deem fit.
- (3) All appeals should be disposed of as expeditiously as possible and in any event not later than 6 months from the date of receipt of the appeal by the appellate authority.

47. *Appeals against other orders* (1)—An employee may appeal against an order which:—

- (a) denies or varies to his disadvantage his salary or other conditions of service as regulated by any orders, regulations, rules or agreements, or
- (b) interprets to his disadvantage the provisions of any such orders, regulations, rules or agreements.

to the Corporation if the order is passed by the authority which made the orders or regulations or rules or agreements as the case may be or by any authority to which such authority is subordinate, and to the authority which made such orders or regulations or rules or agreements if the order is passed by any other authority.

(2) An appeal against an order:—

- (a) stopping an employee at the efficiency bar in the time-scale on the ground of his unfitness to cross the bar;
- (b) determining the salary and allowance for the period of suspension to be paid to an employee on his reinstatement or determining whether or not such period shall be treated as period spent on duty for any purpose;

shall lie to the authority to whom an appeal against an order imposing upon him the penalty of dismissal from service would lie.

(3) An appeal against an order passed under Regulation 18(2) shall lie to the Corporation.

(4) In the case of an appeal under this Regulation, the appellate authority shall consider all the circumstances of the case and pass such orders as it deems just and equitable.

48. *Review* (1)—Notwithstanding anything contained in these Regulations, the Corporation may, on its own motion or otherwise, after calling for the records of the case, review any order which is made or is appealable under these Regulations and

- (a) confirm, modify or set aside the order;
- (b) impose any penalty or set aside, reduce, confirm or enhance the penalty imposed by the order;
- (c) remit the case to the authority which made the order or to any other authority directing such further action or inquiry as it considers proper in the circumstances of the case; or
- (d) pass such other orders as it deems fit:

Provided that an order imposing or enhancing a penalty shall not be passed unless the person concerned has been given an opportunity of making any representation which he may wish to make against such enhanced penalty;

(2) The authority to which an appeal against an order imposing any of the penalties specified in Regulation 39 lies may, of its own motion or otherwise, call for the records of the case in a disciplinary proceeding, review any order passed in such a case and, pass such orders as it deems fit, as if the employee had preferred an appeal against such order:

Provided that an order imposing or enhancing a penalty shall not be passed unless the person concerned has been given an opportunity of making any representation which he may wish to make against such enhanced penalty;

Provided further that no action under this sub-regulation shall be initiated more than six months after the date of the order to be reviewed.

49. *Memorial*—Any employee whose appeal under these Regulations has been rejected by the Appellate Authority subordinate to the Chairman any address a memorial to the Chairman in respect of that matter.

50. *Canvassing non-official or outside influence*—No employee shall bring or attempt to bring any political or outside influence to bear upon any superior authority, to further his interests in respect of matters pertaining to his service in the Corporation.

(2) No appeal, petition, or memorial shall be addressed by any employee to the Members of the Corporation personally or to any outside authority or an authority not prescribed in these Regulations or in the Life Insurance Corporation Act.

CHAPTER IV

PAY AND ALLOWANCES

51. *Scales of Pay*—The Scales of Pay and Dearness Allowance applicable to the employees of the Corporation shall be as prescribed in Schedule II.

52. *Commencement and cessation*—An employee shall commence to draw the salary of a post to which he is appointed from the date he assumes charge of the post if such charge is assumed in the forenoon, and from the following day if the charge is assumed in the afternoon; and shall cease to draw the same from the day he relinquishes charge, if the charge is relinquished in the forenoon; and from the following day if the charge is relinquished in the afternoon:

Provided that in the case of an employee who dies while in service, salary shall cease to be payable with effect from the day following that on which death occurs.

53. *Employees on Transfer*—When an employee is transferred from one post to another, he shall, during any interval of duty between the date of his handing over charge of the old post and the date of his taking over charge of the new post, draw the salary and allowances of the old or the new post whichever is less.

Explanation—When an employee is transferred from a post in India to a post in a foreign territory or from a post in one foreign territory to a post in another foreign territory, he shall start drawing the salary of the new post from the date of embarkation to the new territory and shall cease to draw from that date the allowances attached to the old post. On retransfer to India such employee shall cease to draw salary and other allowances admissible to him on service overseas from the date of disembarkation in India and shall begin to draw from that date the salary and allowances of the post in India.

54. *Admissibility of compensatory allowance* (1)—Save as provided by these regulations, a compensatory allowance attached to a post will cease to be drawn by an employee when he vacates the post.

(2) A compensatory allowance should ordinarily be drawn only by an employee actually on duty, but the Corporation may grant compensatory allowance or a portion thereof, subject to the provisions of Regulation 70, in addition to leave-salary as prescribed in Regulation 69 during the period of leave or any part thereof.

55. *Overtime*—Notwithstanding the fact that the whole time of an employee is at the disposal of the Corporation, the Corporation may grant overtime allowance to an employee belonging to Class III or Class IV who is required to work on Sundays or holidays or to put in extra hours on week days in connection with the Corporation's work, subject to the provisions of local enactments.

56. *Increment* (1)—The following service shall count for increments:—

Increment excluding periods spent on

- (a) Service extraordinary leave in a post on a scale of pay counts in that scale, as well as in the time scale in which the employee holds lien.
- (b) Service excluding periods spent on extraordinary leave in a higher post counts for increments in a lower post.
- (c) Period spent on Foreign Service counts for increments.
- (d) Service in another post of the same rank, service on deputation and leave other than extraordinary leave, and extraordinary leave if directed by the Chairman, in terms of Regulation 69(4) counts for increments in the time-scale in which the employee has been confirmed.

(2) Increments shall fall due on the first day of the month following that in which the employee completes twelve months service in accordance with sub-regulation (1) from the date of his first appointment or from the date on which his last annual increment accrued or the date of promotion (except in cases where no change in time-scale is involved), as the case may be:

Provided that the competent authority may withhold increments to Branch Managers and Assistant Branch Managers (Development) if in its opinion they have failed to perform the functions assigned to them efficiently:

Provided further that the competent authority may withhold increments to Field Officers if their work has not come up to an adequate standard.

(3) In the case of employees other than Branch Managers and Assistant Branch Managers (Development) and those belonging to Class II, increments shall ordinarily be drawn as a matter of course unless the employee has reached the maximum of the grade or it is withheld as a disciplinary measure under Regulation 39. Each order withholding an increment shall state the period for which it is withheld and whether the postponement shall have the effect of postponing future increments:

Provided that if in an incremental scale there is an efficiency bar, an employee shall not draw increments above that bar until he has been certified fit to do so by the competent authority. On each occasion on which an employee is allowed to cross an efficiency bar which has previously been enforced against him, he shall be placed in the incremental scale at such stage as the aforesaid authorities may fix provided that such stage shall not be higher than that at which he would draw his salary if the bar had not been enforced against him and further that no increments granted on the removal of a bar shall have retrospective effect.

(4) The competent authority may grant advance or special increments or temporary increments to an employee if the circumstances require it.

57. *Refixation of salary*—On appointment to a higher grade the basic pay of an employee shall be initially fixed at the minimum of the scale or at the stage in the new scale which is next above his basic pay in the old scale, whichever is more.

Explanation (1)—For the purpose of this Regulation special pay, as defined, shall be treated as part of basic pay.

Explanation (2)—In the case of officiating arrangements the employee concerned shall draw only an officiating allowance, which shall be equal to the difference between the basic pay in the old and new scales, as determined above, provided that such officiating allowance may be reduced by the appointing authority, if the officiating arrangement is of a temporary nature and the circumstances justify it.

58. *Bonus*—The Corporation may, subject to such directions as the Central Government may issue from time to time, grant non-profit sharing bonus to its employees belonging to the Classes III and IV drawing a basic pay not exceeding Rs. 500 per month.

59. *Ad hoc grants and Bonus Commission*—The Corporation may sanction *ad hoc* grants where the circumstances require it. The Corporation may also sanction bonus commission to its Field Officers depending upon business.

CHAPTER V

LEAVE

60. *Kinds of Leave*—Subject to the provisions of these Regulations the following kinds of leave may be granted to an employee:

- (1) Casual Leave.
- (2) Privilege Leave.
- (3) Sick Leave.
- (4) Extraordinary Leave.
- (5) Maternity Leave.
- (6) Special Leave.
- (7) Quarantine Leave.

61. *General Conditions governing grant of leave*—The following general principles shall govern the grant of leave to the employees:

- (a) Leave is earned by duty or service.
- (b) It cannot be claimed as a matter of right.

When the exigencies of service of Corporation so require discretion to refuse or revoke leave of any description is reserved to the authority empowered to grant it.

Explanation—Sanction of leave may not be presumed and leave asked for should not be availed of unless it has been specifically sanctioned.

- (c) All leave lapses at the time of discharge, dismissal, retirement or death.
- (d) An employee on leave may not take up any service or accept any employment. During terminal leave or leave preparatory to retirements an employee may take up any service or accept any employment with the prior permission of the Corporation which should be granted only in rare cases.
- (e) An employee is expected to avail of leave granted, fully, before resuming duty. An employee on leave cannot return to duty before the expiry of such leave except with the permission of the competent authority.
- (f) An employee on leave on medical certificate may not return to duty without producing a medical certificate of fitness. The competent authority may require an employee who has availed of leave for reasons of health to produce a medical certificate of fitness even though such leave was not granted on medical certificate.
- (g) An employee who remains absent after the end of his leave is entitled to no leave salary for the period of such absence and the period of overstay will be treated as extraordinary leave unless otherwise directed by the competent authority. Wilful absence from duty after the expiry of leave will be treated as a breach of these Regulations for the purpose of Regulation 39.
- (h) Leave may be prefixed and/or suffixed to a holiday.
- (i) Leave may not be granted to an employee under suspension. A competent authority may, however, grant leave to an employee during the pendency of disciplinary proceedings.
- (j) Leave ordinarily begins on the day from which charge is handed over and ends on the day preceding that on which charge is resumed.
- (k) The leave due to an employee is the period which he has earned diminished by the period of leave actually taken.
- (l) Casual leave may normally be availed of only after sanction by the competent authority but one day's casual leave may be availed of without prior sanction in case of unforeseen emergency provided the competent authority is promptly advised of the circumstances in which prior sanction could not be obtained.
- (m) Application for privilege leave shall ordinarily be submitted 15 days before the date from which the leave is required. Applications which do not satisfy this requirement may be refused without assigning any reason.
- (n) An employee shall, before proceeding on leave, intimate to the competent authority his address while on leave, and shall keep the said authority informed of any change in the address previously furnished.

- (o) Combination of leave: Casual leave cannot be availed of in conjunction with any other kind of leave except special leave. Subject to this condition any kind of leave under these Regulations can be granted in combination with or in continuation of any other kind of leave.

62. *Casual Leave*—An employee may be granted casual leave up to a maximum of 15 days during the period of 12 months, from 1st July to 30th June. Not more than 6 days of casual leave may be granted at a time. The unavailed portion of the casual leave shall lapse at the end of the period:

Provided an employee who has been transferred out of India may avail of local leave of two weeks which is non-cumulative but available at a stretch. This leave will not be debited to any leave account.

63. *Scale on which privilege leave is earned*—(1) The amount of privilege leave earned shall be one eleventh part of duty. "Duty" means the period spent in the service of the Corporation but excludes periods of leave of any kind except casual leave and quarantine leave.

(2) The period of privilege leave which can be accumulated by any employee is 180 days. Leave upto a maximum of 120 days may be sanctioned at any one time.

Provided, however, an employee may be granted the full leave to his credit, subject to a maximum of 180 days, preparatory to retirement.

64. *Sick Leave*—An employee shall be entitled to sick leave on medical certificate at the rate of one month for each completed year of service subject to a maximum of twelve months throughout the service.

65. *Extraordinary Leave*—Extraordinary leave may be granted to an employee when no leave is due to him under these Regulations. Except in exceptional circumstances, the duration of extraordinary leave shall not exceed 3 months on any one occasion and 12 months during the entire period of an employee's service. A competent authority may commute retrospectively periods of absence without leave into extraordinary leave.

66. *Maternity Leave*—A competent authority may grant to a female employee, maternity leave for a period which may extend upto the end of 3 months from the date of its commencement or to the end of six weeks from the date of confinement whichever is earlier:

Provided that such leave shall not exceed 12 months during the entire period of an employee's service.

67. *Special Leave*—The Chairman may, at his absolute discretion, grant special leave to any employee. Such leave shall not be debited to any leave account.

68. *Quarantine Leave*—Quarantine leave is leave of absence from duty necessitated by orders not to attend office in consequence of the presence of infectious diseases in the household of Corporation employee. Such leave may be granted by the competent authority on the Certificate of a medical or Public Health Officer for a period not exceeding 21 days, or, in exceptional circumstances, 30 days. Any leave necessary for quarantine purposes in excess of this period shall be treated as ordinary leave. A Corporation employee on quarantine leave is not treated as absent from duty. When the employee himself is suffering from infectious disease, he shall not be entitled to quarantine leave. He shall be entitled only to Privilege, Sick or Extraordinary leave, as the case may be.

NOTE 1—The term "Medical or Public Health Officer" occurring in this Rule includes Medical Officer-in-Charge of any Government (Civil or Military) or Municipal hospital or dispensary, or a qualified medical practitioner appointed by the Corporation. In the case of a Corporation employee at whose place of duty there is no Government or Municipal hospital or dispensary, it includes the Medical Officer-in-Charge of a Government or Municipal hospital or dispensary situated nearest to his place of duty or a qualified medical practitioner appointed by the Corporation.

NOTE 2—Cholera, small-pox, plague, diphtheria, typhus fever and cerebrospinal meningitis may be considered as infectious diseases for the purposes of the Regulation. In the case of chicken-pox quarantine leave should not be sanctioned unless the Medical Officer responsible considers that because of doubt as to the true nature of the disease, for example, small-pox, there is reason for the grant of such leave. In the case of a Corporation employee stationed in areas under the administration of State Governments, such other diseases as may have been declared by those Governments as infectious for the purpose of their quarantine leave rules may also be considered as infectious

diseases for the purpose of this Regulation. Such Corporation employee will, however, be eligible for quarantine leave for any of the diseases mentioned above even though it has not been declared in orders issued by the State Government concerned to be an infectious disease.

69. *Leave Salary*—(1) *Casual Leave*—An employee on casual leave shall be treated as on duty for the purpose of leave salary.

(2) *Privilege Leave*—An employee on privilege leave shall, during the period of privilege leave, draw leave salary equal to the salary he drew on the day preceding the date on which he proceeded on leave.

(3) *Sick Leave*—Sick leave will only be on half pay and an employee on half pay sick leave shall draw half of the aggregate of basic pay, special pay and personal pay. In addition he shall also draw the additional D.A. and the Dearness Allowance appropriate to half the aggregate of basic pay and special pay. Any period of sick leave on half pay may be converted into sick leave on full pay for half the period at the option of the employee and twice the amount of commuted leave shall be debited against the half pay leave.

An employee posted to a foreign country shall not draw any special allowance, payable to him by virtue of his working in a foreign country, while on sick leave in India or in any country other than the foreign country in which he is serving.

(4) *Extraordinary Leave*—No salary is admissible during the period of extraordinary leave. The period spent on such leave shall not count for increments:

Provided that, in cases where the Chairman is satisfied that the leave was taken on account of illness or for any other cause beyond the employee's control, he may direct that the period of extraordinary leave may count for increments.

(5) *Maternity Leave, Special Leave and Quarantine Leave*—An employee on maternity leave, special leave or quarantine leave shall draw leave salary equal to the salary he drew on the day preceding that on which he proceeded on such leave.

(6) Notwithstanding anything contained in this Regulation, nothing shall affect the increment in the time scale falling due when an employee is on leave other than extraordinary leave.

70. *Compensatory allowance on leave*—The competent authority may permit an employee on leave to draw compensatory allowance or a portion thereof in addition to leave salary if it is satisfied that the whole or considerable part of the expenses to meet which the allowance was given continue during leave.

71. *Joining time*—(1) Joining time may be granted to an employee to enable him:

(a) to join a new post to which he is appointed while on duty in his old post,

or

(b) to join a new post on return from leave of not more than 4 months duration, or although the duration of leave exceeds four months, the employee has not had sufficient notice of his appointment to the new post.

(2) Joining time shall be regarded as duty for the purpose of these Regulations and the salary during joining time shall be regulated in accordance with Regulation 53.

72. *How calculated*—(1) Not more than one day is allowed to an employee in order to join a new post when the appointment to such post does not necessarily involve a change of residence from one station to another. A holiday counts as a day for the purpose of this Sub-Regulation.

(2) For transfers involving change of station, six days are allowed for preparation and, in addition, a period to cover the actual journey calculated as follows:—

(a) an employee is allowed—

(i) For the portion of the journey which he travels by air-craft—Actual time occupied in the journey.

(ii) For the portion of the journey which he travels or might travel

By railway	250 miles	} or any longer time actually occupied in the journey.
By ocean steamer	200 "	
By river steamer	80 "	
By motor vehicle or horse drawn conveyance	80 "	
In any other way	15 "	

- (b) (i) For purposes of journey by air under clause (a)(i) a part of a day shall be treated as one day.

- (ii) A day is also allowed for any fractional portion of any distance prescribed in clause (a) (ii).

- (c) When part of the journey is by steamer, the limit of six days for preparation may be extended to cover any period unavoidably spent in awaiting the departure of the steamer.

- (d) Travel by road not exceeding five miles to or from a railway station or (steamer ghat) at the beginning or end of a journey does not count for joining time.

- (e) A Sunday does not count as a day for the purpose of the calculations in this Sub-Regulation.

(3) An employee who is posted to a foreign country shall be allowed 15 days preparation time and the time actually required for the journey.

73. *Joining time cannot be claimed as a matter of right*—Joining time cannot be claimed as a matter of right. It may be curtailed at the discretion of the competent authority.

Explanation—Where the joining time is curtailed, the competent authority may grant special leave not exceeding the period of joining time curtailed, to enable an employee to go back to his previous place of duty for winding up his establishment or for any other connected purpose.

74. *Overstayal after joining time*—An employee who does not join his post within the joining time allowed to him, except under circumstances beyond his control, shall not be entitled to any pay or leave salary after the end of the joining time. Wilful absence from duty after the expiry of joining time may be treated as a breach of these Regulations for the purpose of Regulation 39.

CHAPTER VI

FOREIGN SERVICE

75. *Deputation of employees to other services*—(1) No employee of the Corporation shall be sent on foreign service except with the approval of the Chairman:

Provided that no employee shall be sent on foreign service against his will.

(2) Transfer to foreign service should ordinarily not be granted unless,

- the duties to be performed are such that they should necessarily be performed by an employee of the Corporation or involve such technical knowledge, experts in which are not readily available from other sources.
- that transferee at the time of transfer holds a permanent post in the Life Insurance Corporation.
- the terms granted are not so greatly in excess of remuneration which an employee would receive in the service of the Corporation as to render foreign service appreciably more attractive than the Corporation's service.

(3) Where the services of an employee of the Corporation are placed at the disposal of a foreign employer it shall be a condition of the deputation that the foreign employer shall, during the period of such deputation, bear the entire cost of the services of the employee including the following, viz.,

- salary during joining time;
- travelling allowances payable to the employee to enable him to join his appointment under the foreign employer and to return to his appointment in the Corporation on the termination of his deputation;
- leave salary for the leave earned period during the period of deputation;
- the employer's contributions to the employee's account in the Corporation's Provident Fund.

In addition, the Foreign employer may also be required to make a contribution towards any gratuity or other sum, for which the employee may become eligible, on such scale as may be fixed by the Chairman.

CHAPTER VII

MISCELLANEOUS

76. *Provident Fund*—Every employee of the Corporation other than an employee on probation or an employee appointed on temporary basis or an employee who is contributing to an approved superannuation fund shall contribute to the Provident Fund at 8-1/3 per cent of the aggregate of his basic pay, special pay and that portion of the personal pay which may be certified for the purpose. The Corporation shall contribute to the fund every month an amount equal to the actual contribution of each member subject to a maximum of 8-1/3 per cent of the aggregate of the basic pay, special pay and that portion of personal pay which may be certified for the purpose. A separate trust shall be established in respect of such fund.

77. *Gratuity*—(a) A permanent employee who has been in continuous service of the Corporation (including service with the insurer) for not less than fifteen years (excluding period of probation or temporary service in respect of employees recruited on or after 1st September 1956); and

- whose services are terminated by the Corporation for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action; or

- who voluntarily resigns from the service of the Corporation;

or

- a permanent employee

- who dies while in the service of the Corporation; or

- who retires from the service of the Corporation; or

- whose services are determined either due to continued illness or accident incapacitating him from the proper discharge of his duties; or

- whose services are dispensed with owing to reduction of staff or reorganization of establishment;

will be eligible for the gratuity benefits. He, or as the case may be, his nominee or nominees or if no nomination is made or is subsisting, his heirs, shall be paid by the Corporation on such termination, retirement, resignation or death, gratuity on the scale hereinafter laid down subject to a maximum of 15 months' terminal basic pay (including special pay) or Rs. 25,000/- whichever is less on the date of cessation of service.

In respect of employees belonging to Class I, III or IV gratuity shall be at the rate of one month's terminal basic pay (including special pay) for each year of service (inclusive of service with the insurer);

In respect of employees belonging to Class II and Field Officers promoted as Class I officers after 31st December 1957 and Field Officers transferred to administrative side as Class III staff after 1st September 1956, gratuity shall be the sum calculated at the rate of one month's terminal basic pay (including special pay) for each year of service after 1st January 1958 together with, in the case of transferred employees who were entitled to receive gratuity under the rules of the insurer, the amount of gratuity calculated according to the rate of the insurer, but based on the terminal basic pay for the period up to 31st December 1957.

Notwithstanding anything stated above in the case of a transferred employee, gratuity payable under these orders shall in no case be less than the gratuity to which the employee would have been entitled if the termination of his service had taken place on 31st August 1956.

78. *Superannuation Fund*—(1) Employees who are members of an approved Superannuation Fund shall be governed by the rules of such fund.

(2) In the case of transferred employees who were eligible to pension benefits under the rules of the insurer and who were not members of an approved Superannuation Fund, pension may be granted in respect of service prior to 1st September 1956 on a suitable basis to be determined by the Corporation.

(3) In the cases covered by sub-regulations (1) and (2) above, the benefits under regulations 76 and 77 will be suitably modified by the Corporation.

79. *Travelling Allowance Rules*—Tours on official business may be sanctioned by an officer not below the rank of a Divisional Manager under whom the employee is working. The rates of travelling allowance and halting allowance and the conditions under which they become payable shall be regulated in accordance with Schedule V.

80. *Transfers*—The Competent Authority may transfer an employee from one department to another in the same office or from one office of the Corporation to another office.

81. *Overseas allowance etc.*—The Corporation may grant overseas allowance, location allowance, kit allowance and free furnished accommodation to its employees posted abroad subject to the condition that they do not exceed similar concessions granted by the Central Government to their employees.

82. *Conveyance facilities*—The Corporation may provide conveyance facilities to its employees and/or grant loans

for the purchase of conveyances subject to the provisions of section 27A(1)(m) of the Insurance Act as applied to the Life Insurance Corporation of India.

83. *Service Record*—The service record of every employee shall be maintained in the form prescribed in Schedule III.

84. *Relaxation*—The Executive Committee may, in the interest of the Corporation, for reasons to be specified in its resolution, relax any of the provisions of these Regulations in individual cases.

85. *Repeals*—The Life Insurance Corporation of India (Staff) Regulations, 1956, are hereby repealed.

SCHEDULE I (See Regulations 6, 39 and 40)
Appointing, Disciplinary and Appellate Authorities

Category of the employee	Appointing Authority	Penalty (a) referred to in Regulation 39		Penalties (b) & (c) referred to in Regulation 39		Penalties (d), (e), (f) & (g) referred to in Regulation 39	
		Disciplinary Authority	Appellate Authority	Disciplinary Authority	Appellate Authority	Disciplinary Authority	Appellate Authority
Class I							
Posts for which the minimum of the grade is Rs. 1,200 or more.	Corporation	Chairman	Services & Budget Committee.	S. & B. Committee	Corporation	Corporation	Corporation
Posts for which the minimum of the grade is Rs. 900 or more but less than Rs. 1,200.	S. & B. Committee	Z.M/D(P)/C.I.A.	Chairman	Chairman	S. & B. Committee.	S. & B. Committee.	Corporation
Posts for which the minimum of the grade is Rs. 500 or more but less than Rs. 900.	Chairman	Officer-in-charge not below the rank of D.M.	One step higher than the Disciplinary Authority.	Z.M/D(P)/C.I.A.	Chairman	Chairman	Do.
Other Posts in Class I	Z.M/D(P)/C.I.A.	Officer-in-charge not below the rank of A.S.O. or B.M.	One step higher than the Disciplinary Authority.	Officer in charge not below the rank of D.M.	Z.M/D(P)/C.I.A.	Z.M/D(P)/C.I.A.	Chairman
Class II	D.M.	A.B.M.	B.M.	D.M.	Z.M.	Z.M.	M.D.
Classes III & IV (in India)							
Superintendents and Higher Grade Assistants.	Z.M/D(P)/C.I.A.	Immediate superior Class I Officer.	One step higher than the Disciplinary Authority.	D.M. or Officer of the rank of D.M.	Z.M/D(P)/C.I.A.	Z.M/D(P)/C.I.A.	M.D.
Other Class III employees.	D.M.	Do.	Do.	Do.	Do.	Do.	Do.
Class IV employees	Do.	Do.	Do.	Do.	Do.	Do.	Do.
Classes III and IV (Out of India)							
Superintendents and Higher Grade Assistants.	D (P)	Do.	Do.	Do.	Do.	Do.	Do.
Other Class III employees.	Officer in charge of the Foreign Department at the Central Office/Officer-in-charge of the foreign division not below the rank of D.M.	Do.	Do.	Do.	Do.	Do.	Do.
Class IV employees	Do.	Do.	Do.	Do.	Do.	Do.	Do.

N.B.—Officer-in-charge means the Officer who is in charge of the office in which the employee is working.

SCHEDULE II (See Regulation 51)

A. Scales of Pay and Dearness Allowance applicable to the employees of the Corporation in India

CLASS I OFFICERS	Rs.
<i>Directors/Zonal Managers</i>	
(a) in respect of appointments made before 30th May, 1960	1,800—75—2,250—100—2,750.
(b) in respect of new appointments:	
Ordinary scale	1,800—75—2,250.
Selection grade	2,250—100—2,750.
Dy. Z.M./Sr. Divl. Managers/Secretaries at the Central Office	1,200—60—1,800.
Divisional Managers/Internal Auditors/Secretaries at the Zonal Offices/Dy. Secretaries at the Central Office	900—50—1,500.

Asst. Divl. Managers/Sr. Branch Managers/ Asst. Secretaries at the Central and Zonal Offices	600—50—1,200.
Branch Managers/Asst. Sr. Officers/Asst. Internal Auditors	500—25—550—30—850.
Asst. Branch Managers/Junior Officers	350—25—600.

Ex-Cadre Posts

Dy. Chief Engineers/Superintending Surveyors of Works/Sr. Architects/Medical Officers	1,200—60—1,800.
Executive Engineers/Surveyors of Works/Junior Architects	750—50—1,350.
Assistant Medical Officers	600—40—1,000.
Asst. Executive Engineers/Asst. Surveyors of Works/Asst. Architects	500—25—850.
Assistant Engineers	250—25—500.

CLASS II (FIELD OFFICERS)

Grade I	..	..	75—10—125.
Grade II	..	..	125—10—175—15—250—0— 350—25—500.

CLASS III (CLERICAL & SUPERVISORY STAFF)

1. Superintendents	..	..	200—20—500.
2. Higher Grade Assistants	..	..	140—10—210—EB—15—390— 20—410.
3. Stenographers:			
(i) Employees confirmed before 31-8-1956	..	..	90—10—210—EB—15—300.
(ii) Employees confirmed after 31-8-1956	..	..	90—10—210—EB—15—270.

NOTE—Stenographers in the stenographer's grade, selected to work with the officers of the following rank will receive Special Pay on the following scale:—

Chairman	..	..	Rs. 50/- p.m.
Directors/Zonal Managers	..	..	Rs. 40/- p.m.
Dy. Zonal Manager & Senior Officers at Central Office	..	..	Rs. 30/- p.m.
Divisional Manager	..	..	Rs. 20/- p.m.

Stenographers in stenographer's grade who are not attached to officers of the above rank would be eligible to a special pay of Rs. 10/- p.m.

4. Assistants:			
(i) Employees confirmed before 31-8-1956	..	..	Rs. 75—5—90—6—120—8—136— —EB—8—160—10—220—EB— —10—240—15—300.
(ii) Employees confirmed after 31-8-1956	..	..	Rs. 75—5—90—6—120—8—136— —EB—8—160—10—220—EB— —10—240—15—270.
(iii) Section Heads will be in this scale and receive a special pay of:			
Rs. 30/- p.m. in the first five years of service as such			
Rs. 35/- p.m. in the next five years of service as such			
Rs. 40/- p.m. in the next five years of service as such			

5. Receiving & Paying Cashiers	..	..
6. Typists	..	..
7. Telephone Operators	..	..
8. Addressing Machine & Punched Card Operators	..	..
9. Comptometer Operators	..	..
NOTE—Graduates appointed to categories 4 to 9 will receive two increments on confirmation.			
10. Record Clerks, Banda & Duplicating Machine Operators	..	..	Rs. 55—4—75—5—110—EB— 5—130—6—172—8—180.

CLASS IV (SUBORDINATE STAFF)

11. Sweepers & Cleaners	..	..	Rs. 30—2—42—3—81—4—85— 5—90.
12. Sepoys, Chaprasis, Hamals, etc.	..	..
13. Head Peons, Liftmen & Watchmen	..	..	Rs. 35—2—47—3—86—4—90— 5—95.
14. Daftries	..	..
15. Drivers	..	..	Rs. 70—3—85—4—105—5—115— 115.

(i) Head Peons, Liftmen & Watchmen will receive a Special Pay of Rs. 5/- per month.

(ii) On promotion as Daftry the employee will receive 3 increments in the grade. Minimum pay for a Daftry will be Rs. 45/- p.m.

Dearness Allowance:

The scale of Dearness Allowance applicable to employees of the Corporation in India will be as under:—

Basic Pay (including Special Pay)	Dearness Allowance Rs.
Less than Rs. 51	45
Rs. 51 or more but less than Rs. 101	55
Rs. 101 or more but less than Rs. 151	60
Rs. 151 or more but less than Rs. 201	65
Rs. 201 or more but less than Rs. 301	70
Rs. 301 or more but less than Rs. 401	75
Rs. 401 or more but less than Rs. 501	80
Rs. 501 or more but less than Rs. 601	85
Rs. 601 or more but less than Rs. 701	90
Rs. 701 or more but less than Rs. 801	95
Rs. 801 or more but less than Rs. 1,501	100
Rs. 1,501 or more but less than Rs. 1,600	The amount by which the salary falls short of Rs. 1,600
Rs. 1,600 and above	NIL.

"B" Salary Scales and Dearness Allowance applicable to the locally recruited employees of the Corporation in foreign countries (country-wise)

BRITISH EAST AFRICA

The following scales of pay and dearness allowances will apply to employees of the Corporation in British East Africa:—

Superintendents	..	..	Shs. 500—40—900
Senior Grade Assistants	..	..	Shs. 500—25—650
Junior Grade Assistants	..	..	Shs. 240—15—300—EB—20— 500
Steno-Typists	..	..	Shs. 340—20—500—EB—25— 650
Sub-staff	..	..	Shs. 60—5—120

Dearness Allowance

For Assistants	..	..	Shs. 75 flat plus 25% of basic pay subject to a maximum of Shs. 225 per month.
For subordinate staff	..	..	Shs. 50 flat.

BURMA

Same scales of pay and dearness allowance as in India will apply to the employees of the Corporation in Burma. In addition to the dearness allowance as applicable to employees in India, they will be getting an allowance of 20 per cent of pay as Burma Allowance with a minimum of Rs. 10/- and a maximum of Rs. 100/-.

CEYLON

The following scales of pay and dearness allowance will apply to employees of the Corporation in Ceylon:—

Grade I	..	..	Rs. 75—6—195
Grade II	..	..	Rs. 125.50—8.50—270
Higher Grade			
.. Class I	..	..	Rs. 195—10—305
Higher Grade			
.. Class II	..	..	Rs. 300—12.50—425
Record Grade			
Assistants	..	..	Rs. 57.50—3.75—132.50—4— 140.50—5—150.50

In addition a cost of living allowance depending upon the consumer price index will be payable in accordance with the Canekaratne Award.

Special Allowance

Rs.	Married	Unmarried
100 and below	Rs. 17.50	Rs. 17.50
101—125	25.00	17.50
126—150	25.00	17.50
151—175	35.00	17.50
176—200	45.00	22.50
201—225	55.00	27.50
226—250	65.00	32.50
251—275	75.00	37.50
276—300	85.00	42.50
301—500	85.00	42.50

FIJI

The following scales of pay and dearness allowance will apply to employees of the Corporation in Fiji:—

Clerical Staff	..	..	F £ 12—1—18—1.10.0—30—2— —40—EB—2.10.0—55
Peons	..	..	F £ 5—0.15.0—8—1—12
Dearness Allowance	..	..	20% of basic salary.

MALAYA

The following scales of pay and dearness allowance will apply to employees of the Corporation in Malaya:—

Superintendents	..	..	\$ 200—15—320—20—500
Clerical Grade	..	..	\$ 110—7—145—9—235—12—295— —15—400
Sub-staff	..	..	\$ 45—3—96—EB—4—128
Drivers	..	..	\$ 70—4—110—5—150
Dearness Allowance	..	..	\$ 30 plus 20 % of the basic salary subject to a minimum of \$ 50 and maximum of \$ 100 per month.
			\$ means strait Dollars

MAURITIUS

The following scales of pay and dearness allowance will apply to employees of the Corporation in Mauritius:—

Superintendents	..	..	Rs. 400—20—600
Assistants	..	..	Rs. 140—8—220—EB—10—310— EB—15—400
Sub-staff	..	..	Rs. 80—5—120—EB—5—135

Scale of Dearness Allowance

	Rs.	Rs.
Less than Rs. 101	..	15
Rs. 101 or more but less than	..	20
Rs. 151	..	25
Rs. 201	..	30
Rs. 251	..	35
Rs. 301	..	40
Rs. 401	..	45
Rs. 501	..	50

PAKISTAN

Same scales of pay and dearness allowance as in India will apply to the employees of the Corporation in Pakistan.

LIFE INSURANCE CORPORATION OF INDIA
STAFF RECORD

Name of Insurer_____					File No. _____		
<div>Name of the Employee Father's Name Local Address Permanent Address Marital Status Name & Address of next kin</div>					<div>CHANGES IN LOCAL ADDRESS (Write in Pencil)</div> <div>Date of birth Place of Birth Proof of Age Submitted</div>		
EDUCATIONAL QUALIFICATIONS					LANGUAGES KNOWN		
Qualifications	University	Year of Passing	Class	Whether Verified	To Speak only	To Read and Write	
<div>Date of App. Dept. Nature of App. Starting Salary Rs. Date of Confirmation Salary on Confirmation Allowances Grade</div>					POSITION AFTER APPOINTMENT IN THE CORPORATION		
					<div>Nature of Appointment Name of Office Department Salary Rs. Allowances Grade</div>		
POSITION AS ON THE APPOINTED DAY					TRANSFERRED TO		
<div>Nature of Appointment Salary Rs. Allowances Grade Other Accrued Benefits</div>					Name of Office	Deptt.	
SALARY DISBURSEMENT PARTICULARS					Grade	Salary Rs.	
PAYMENTS			DEDUCTIONS			Net Amount Due	
Salary	D.A.	Other Allowances	I. Tax	P.F.	Insurance Premium		Other Deductions

SALARY RECORD					LEAVE RECORD (in DAYS)							
Increment	Date effective	Basic Salary including increment	Dearness Allowance	Other Allowances	Year	Privilege Leave			Sick Leave			Casual Leave Taken
						Earned	Taken	Balance	Earned	Taken	Balance	
Rs.	Rs.	Rs.	Rs.	Rs.								
					1953							
					1954							
					1955							
					1956 upto appointed day							
					BALANCE OF LEAVE (DAYS) DUE AS ON THE APPOINTED DAY					Privilege	Sick	Casual
					1956 after appointed day							
					1957							
					1958							
					1959							
					1960							
					1961							
					1962							
					1963							
					1964							
					1965							
					1966							

REMARKS :--

No.	SCHEDULE IV Competent Authorities				Reg. No.	Nature of power	Authority	Extent of power
	Reg. No.	Nature of power	Authority	Extent of power				
						To condone late attendance	Immediate superior Class I Officer.	Upto 2 days in a month.
10		Waiver of age limits for appointment.	Appointing Authority not below the rank of Z.M.	Full.	31	To allow an employee to absent himself from station.	Do.	Full.
18 (1)		To accept notice from an employee about his intention to leave the services and to waive the notice period in full or in part.	Appointing Authority.	Full.	34(1)	To allow an employee to lend to a person possessing land or valuable property within the local limits on interest.	Appointing Authority.	Full.
23(1)		To allow an employee to give evidence in connection with an inquiry conducted by any person, Committee or authority.	S. & B. Committee	Full.	34(2)	To borrow money from a person within the local limits of authority.	Do.	Full.
28		To allow an employee to seek outside employment.	Appointing Authority.	Full.	35	To receive statement of debt from an employee.	Officer-in-charge	Full.
29		To allow an employee to undertake part-time work and to determine the amount to be paid to the Corporation.	Do.	Full.	36(1)	To suspend	Appointing Authority. Officer-in-charge Other than the Appointing Authority.	Full. In exceptional circumstances for reasons to be recorded in writing.
30(1)		To allow an employee to remain absent.	Immediate superior Class I officer.	Full.	58(2)	Withholding of increments to Branch Managers, Assistant Branch Managers (Development) and Field Officers.	Appointing Authority.	Full.
		To dispense with the medical certificate.	Authority empowered to grant Sick Leave under Regulation 61.	Full.	58(3)	To allow an employee to cross Efficiency Bar.	Do.	Full.
30(2)		To take disciplinary action for unauthorised absence or for overstaying of leave and/or sanction leave to cover the absence or overstaying.	Disciplinary authorities prescribed in Schedule I.	Full.	58(4)	To grant advance or special or temporary increments.	Chairman	Full.
30(3)		To forfeit leave for late attendance.	Immediate superior Class I Officer.	Full.	61, 65, 66 & 68	To sanction leave		
						Casual leave	Immediate superior Class I Officer.	For all.
						Privilege leave, Sick leave, Maternity Leave, Quarantine leave & Extraordinary leave and commutation of leave.	An officer not below the rank of B.M. or A.S.O. duly authorised by the Officer-in-Charge.	In respect of employees belonging to Classes II, III & IV.

Reg. No.	Nature of power	Authority	Extent of power	Reg. No.	Nature of power	Authority	Extent of power
		Officer-in-charge not below the rank of A.D.M. or an officer not below the rank of A.D.M. duly authorised by the Officer-in-charge.	In respect of Class I Officers appointed to grades for which the minimum is Rs. 500/- or less.	(c) Appointed to posts for which the minimum of the grade is Rs. 600/- or more but less than Rs. 900/-.	D (P)	Full.	
		Officer-in-charge not below the rank of D. M. or an officer not below the rank of D. M. duly authorised by Z. M/D (P)/C.I.A.	In respect of Class I Officers appointed to grades for which the minimum is more than Rs. 500 but less than Rs. 900/-.	(d) Appointed to posts for which the minimum of the grade is Rs. 900/- or more but less than Rs. 1,200/-.	Chairman	Full.	
		Z. M/D (P)/C.I.A.	In respect of other Class I Officers below the rank of Z.M.	(e) Appointed to posts for which the minimum of the grade is Rs. 1,200 or more.	Board	Full.	The Chairman may exercise the power in an emergency.
	Extraordinary leave under special circumstances.	Chairman	In respect of M.Ds., E.Ds., Z. Ms. & C.I.A.				
		Corporation	In respect of Chairman.				
		Z.M/D (P)/C.I.A.	In respect of employees belonging to Classes II, III & IV and for Class I Officers appointed to posts for which the minimum of the grade is less than Rs. 900/-.				
	To allow an employee to return from leave before the expiry of the leave.	Chairman	For other Class I officers.				
	To recall an employee from leave.	Authorities empowered to grant leave.	Full.				
	To ask an employee to produce medical certificate even when leave was not granted on medical certificate but was availed on grounds of health.	Do.	Full.				
	To direct to treat the period of overstaying as leave other than extraordinary leave.	Do.	Full.				
	To grant leave to an employee during the pendency of disciplinary proceedings against him.	Appointing Authority.	Full.				
70	To allow an employee on leave to draw compensatory allowance either in part or in full.	Authorities empowered under Regulation 61.	According to the orders that may be laid down from time to time.				
73	To curtail joining time and to grant special leave to the extent of joining time curtailed.	Authorities empowered to sanction transfer.	Full.				
80	Transfer of employees						
	A. To transfer employees belonging to Classes II, III & IV working in—						
	(i) Central Office	D (P)	Full.				
	(ii) Internal Audit Dept.	I.A.	If the transfers are within the Zone.				
		C.I.A.	Full.				
	(iii) Zones	D.M.	If the transfers are within the Division.				
		Z.M.	If the transfers are within the Zone but inter-divisional.				
		D (P)	If the transfers are inter-zonal or from India to foreign countries and vice versa.				
	B. To transfer employees belonging to Class I.						
	(a) Appointed to posts for which the minimum of the grade is less than Rs. 500/- working in—						
	(i) Central Office	D (P)	Full.				
	(ii) Internal Audit Department.	I.A.	If the transfers are within the zone.				
		C.I.A.	Full.				
	(iii) Zones	Z.M.	If the transfers are within the Zone.				
		D. (P)	If the transfers are from one Zone to another or from India to foreign countries and vice versa.				
	(b) Appointed to posts for which the minimum of the grade is Rs. 500/- or more but less than Rs. 800/- working in—						
	(i) Central Office	D (P)	Full.				
	(ii) Internal Audit Department.	I.A.	If the transfers are within the Zone.				
		C.I.A.	Full.				
	(iii) Zones	Z. M.	If the transfers are within the Zone.				
		D. (P)	If the transfers are from one Zone to another or from India to foreign countries and vice versa.				

A, B.—Officer-in-charge means the officer who is in charge of the office in which the employee is working.

SCHEDULE V

Travelling and Daily Allowances (See Regulation 79)
Employees of the Corporation proceeding on tour or on transfer shall be entitled to travel in the manner prescribed herein:—

	Road	Train	Air	Steamer
Employees belonging to Class I	Tour only			
Z.Ms. and above	Actual petrol charges for Corporation's car subject to a maximum of 19 nP. per mile and 25 nP. per mile for cars owned by them. 50 nP. per mile for taxi.	A.C.C.	I Class	I Class
Other Officers excluding J.Os. and A.B.Ms.	Do.	I Class	**	I Class
J Os. and A.B.Ms.	Do.	I Class	**	II Class

*Officers who do not own cars or to whom no cars have been supplied by the Corporation are expected to travel by train. Where the places are not connected by train, an officer will be entitled to travel by first class in bus wherever it is provided or by taking a single seat in a taxi, where such facilities are available. In special circumstances to be recorded in writing the authority empowered to sanction tour may allow an officer to hire a car. In such cases mileage will be allowed at the rate of 50nP.

Officers who are not entitled to conveyance facilities but who proceed on tour in their own cars will be entitled to a mileage of 25nP. restricted to first class train fare between places connected by train or first class bus fare or fare for a single seat in taxi between places connected by road only.

Note:—Branch Managers and Assistant Branch Managers (Development) attached to "rural" branches, touring in their own cars shall be allowed a mileage of 35nP. "Rural Branches" means branches situated in towns with a population of less than a lakh.

Employees belonging to Class II	By cars—25 nP. per mile.	II Class	**	II Class
	By motor cycle—12 nP. per mile.			

	Road	Train	Air	Steamer
Employees belonging to Class III	Actual bus fare or tonga charges subject to a maximum of 25 nP. per mile. Where the bus has two classes of accommodation the actual fare of the lower class subject to the above maximum.	II Class or air conditioned III Class.	**	II Class
Employees belonging to Class IV	Do.	III Class	**	As Deck passenger.

**Travel by air is not ordinarily allowed. The Managing Directors, the Executive Directors, the Zonal Managers or the Chief Internal Auditor may permit an employee to travel by air, if necessary.

2. *Daily Allowance:—*

(i) Rates

- (a) Daily allowance at the following rates will be payable to employee on tour on official business.

Rank	Rate
	Rs.
Directors, Chief Internal Auditor, Zonal Managers, Dy. Zonal Managers and Sr. Divisional Managers	20
Other Officers excluding Junior Officers and Assistant Branch Managers	15
Assistant Branch Managers and Junior Officers	10
Superintendents	8
Higher Grade Assistants, Internal Audit Assistants and Section Heads	7
Assistants, Stenographers & Record Clerks	5
Subordinate Staff	3
Field Officers—	
Drawing a basic pay of less than Rs. 120 p.m.	4
Drawing a basic pay of Rs. 120 or more but less than Rs. 250 p.m.	6
Drawing a basic pay of Rs. 250 p.m. or more	8

- (b) For employees visiting Bombay or Calcutta on tour, the halting allowance admissible shall be at the rates set out above increased by Rs. 5/-. For employees visiting the following cities, the above rates of daily allowance will be increased by Rs. 3/-.

1. Madras	2. Hyderabad (Dn.)	3. Ahmedabad
4. Delhi	5. Kanpur	6. Bangalore
7. Lucknow	8. Poona	9. Nagpur
10. Simla	11. Srinagar	12. Darjeeling
13. Shillong	14. Nainital	15. Ootacamund

- (c) The Corporation may prescribe rates of daily allowance for tours in foreign countries subject to the condition that the rates so prescribed do not exceed rates admissible to Central Government servants of comparable ranks.

(ii) *Duration*—Daily allowance at the full rates will be payable for first 30 days of halt at any one station. Daily Allowances at half rates will be paid for a further period not exceeding 60 days subject to special sanction by Zonal Manager, Chief Internal Auditor or Director (Personnel).

3. *Mode of travel for employee and family:—*

Families of employees on transfer are also entitled to travel in the same class by train or air or steamer as the employees themselves vide part 1 above. In the case of travel by road, actual fares subject to a maximum of 13nP. per mile per member by the shortest route shall be allowed provided the travel is by a hired vehicle. An officer who travels in Corporation's car shall be entitled to actual petrol charges plus mileage at the rate of 13 nP. for every member in excess of the first three. Officers other than J.O.s and A.B.Ms. (A) who travel in their cars will be entitled to mileage at the rate of 25 nP. plus additional mileage at the rate of 13 nP. for every member in excess of the first three. Other employees if they travel by their own car will be entitled to mileage at the rate of 25 nP. plus additional mileage at the rate of 13 nP. for every member in excess of the first three, subject to the condition that the amount claimed does not exceed the actual fares that would be admissible had they travelled by train. A child above 3 years but below 12 years of age shall count as half a member. In case of travel by car no separate claim for transport charges of the car under para 6 would be admissible.

Where an employee belonging to Class III or IV is transferred outside the zone where he is working and he has to make another trip to his original place for bringing the members of his family, he will be allowed two extra fares, that is one fare each way for this purpose.

For the purpose of this schedule 'family' of an employee means wife, children and dependants. Dependants means parents, brothers and unmarried or widowed sisters who do not earn and who are dependant upon the employee. Any other relative dependant upon the employee shall not be considered as a dependant for the purpose of this schedule.

4. *Incidentals:—*

(a) *Tours*: Actual expenses subject to a maximum of an amount equal to daily allowance for half a day for each completed journey on tour. No incidentals are admissible for journeys performed by cars or motor cycles.

(b) An employee travelling on transfer by rail is entitled to draw two fares of the class by which he is entitled to travel. An employee travelling by air is entitled to draw the incidentals which would have been admissible to him had he performed the journey by rail. An employee travelling by steamer shall be entitled to draw twice the lower fare (where the Steamship Company charges lower and higher fares—without or with diet or otherwise) of the class by which he is entitled to travel.

An employee travelling by road will be entitled to incidentals at the rate of 15 nP. per mile between the two places by the shortest route, restricted to the incidentals to which he would have been entitled had he performed the journey by train.

(c) In case of transfers from India to a foreign territory and vice versa half a month's basic pay will be allowed as incidentals subject to a minimum of Rs. 250/- and also one fare of the class by which he is entitled to travel for each journey required to be performed by train. For detentions at intermediate points for taking the connecting plane, steamer or train as the case may be, daily allowance at the usual rate will be payable for the employee and his family subject to a maximum of 7 days for every completed journey.

5. *Transport of personal belongings of employees on transfer:—*

Actual freight charges not exceeding charges for 40 maunds luggage freight by goods train or the corresponding cubic content by steamer irrespective of the actual transport used will be allowed. Where the places between which transfers are made are not connected by train the actual cost of transporting the personal belongings to a reasonable extent will be allowed.

6. *Transport of conveyance:—*

An Officer entitled to conveyance facilities will be allowed the actual cost of transporting the conveyance (motor car or motor cycle) by train or steamer. If it is transported by road, mileage at the rate of 25 nP. for motor car and 12 nP. for motor cycle, by the shortest distance between the two places will be admissible if the vehicle is owned by the officer or held under hire purchase scheme. Where a car owned by the Corporation is placed at the disposal of the officer the actual petrol charges for the transport of the vehicle by road by the shortest route will be admissible.

Officers of the rank of Assistant Senior officers and above who are not entitled to conveyance facilities but own a car or motor cycle will be entitled to draw the actual transport charges of the conveyance (motor car or motor cycle) by train or steamer or the actual petrol charges by the shortest route, if the vehicle is taken by road. The other employees will be entitled to claim the actual transport charges of motor cycle or bicycle.

7. *Time limit for the family to join the employee:—*

To enable an employee to claim the fares for the members of his family and the dependants, they may precede him by three months or follow him within six months from the date of the transfer order. The cost of transporting personal belongings will also be allowed only if it is completed within this period. The Zonal Manager or Director (Personnel) or Chief Internal Auditor may relax the time limit up to 9 months.

8. *Employees recalled from leave:—*

An employee recalled from leave will be entitled to draw travelling allowance for the journey from the place of leave to the headquarters provided the period by which leave is curtailed is not less than 14 days, but no halting allowance will be admissible for the journey period.

9. *Travelling Allowance for Home Leave:—*

An Indian National, who is posted abroad shall be entitled to travelling allowance for himself and his family from his place of duty to the place in India where he proposes to spend his holiday, limited to the fare to the place of his original posting or his native place for availing of leave at home once in four years. No halting allowance shall, however, be payable. For incidentals an employee shall be allowed twice the lower rate of halting allowance per day admissible at the part of embarkation or disembarkation in the foreign territory and twice the rate of halting allowance per day admissible at the port of disembarkation or embarkation in India, for each member of the family.

10. *Relation:—*

The Chairman may permit relaxation of these rules in individual cases under special circumstances.

LOST

The Government Promissory Note No. DH 026724 of the 3 per cent loan of 1970-75 for Rs. 500.00 originally standing in the name of Krishna Chandra Misra the proprietor, by whom it was never endorsed to any other person, having been lost, notice is hereby given that the payment of the above note and the interest thereupon has been stopped at the Public Debt Office, Reserve Bank of India, New Delhi and that application is about to be made for the issue of duplicate in favour of the proprietor. The public are cautioned against purchasing or otherwise dealing with the above mentioned security.

Name of the Advertiser—KRISHNA CHANDRA MISRA

Residence—Near B, Banarsi Lal Jain, Advocate, 4225, Sadar Bazar, Delhi.

LOST

The Upper Halves of the Government Promissory Notes No. DH 017417 DH 017615 and DH 017925 of the 3 per cent Loan of 1970-75 for Rs. 500 each originally standing in the name of Reserve Bank of India and last endorsed to Burjorji Framji Antia, Mrs. Gulbai Burjorji Antia and Miss Meherbai Burjorji Antia respectively the proprietor(s), by whom they were never endorsed to any other person, having been lost, notice is hereby given that the payment of the above note(s) and the interest thereupon has been stopped at the Public Debt Office, Reserve Bank of India, New Delhi and that the application is about to be made for the issue of duplicates in favour of the proprietor(s). The Public are cautioned against purchasing or otherwise dealing with the above mentioned securities.

Name of the Advertiser—Burjorji Framji Antia, Mrs. Gulbai Burjorji Antia and Miss Meherbai Burjorji Antia.

Residence—Mahatma Gandhi Road, Poona.

LOST

The Government Promissory Note No. BY.079695 of the 3½ per cent National Plan Loan of 1964 for Rs. 1,000 originally standing in the name of Reserve Bank of India, and last endorsed to Vijayanarian Somani, the proprietor by whom it was never endorsed to any other person having been lost, notice is hereby given that the payment of the above note and the interest thereupon has been stopped at the Public Debt Office, Reserve Bank of India, Bombay, and that application is about to be made for the issue of Duplicate note in favour of the proprietor. The public are cautioned against purchasing or otherwise dealing with the above mentioned security.

Name of the Advertiser—Shri V. N. SOMANI.

Residence—Shreeniwas House, 2nd Floor, Waudby Road, Bombay 1.

LOST

The Government Promissory Note No. DHO11228 of the three per cent loan of 1970-75 for Rs. 500 originally standing in the name of Reserve Bank of India and last endorsed to Manulal Chunilal Desai the proprietor, by whom it was never endorsed to any other person, having been lost, notice is hereby given that the payment of the above note and the interest thereupon has been stopped at the Public Debt Office, Reserve Bank of India, New Delhi, and that application is about to be made for

the issue of duplicates in favour of the proprietor. The public are cautioned against purchasing or otherwise dealing with the above mentioned security.

M. C. DESAI,

31, Thornhill Road,
Allahabad-2.

LOST

The Government Promissory Note No. CA 033330 of the 3½ per cent. loan of 1865 for Rs. 2,000 originally standing in the name of Nikunja Bala Dassi (since deceased) by whom it was never endorsed to any other person, having been lost, notice is hereby given that payment of the above note and the interest thereupon have been stopped at the Public Debt Office, Reserve Bank of India, Calcutta and that application is about to be made for the issue of duplicate in favour of Sm. Sivakali Dassi and Hironmoyee Dassi succession certificate holders the estate of the proprietrix. The public are cautioned against purchasing or otherwise dealing with the above-mentioned security.

Signature of the Advertisers—

(Sd.) HIRONMOYEE DASSI

(Sd.) SIVAKALI DASSI

(Succession certificate holders in respect of the security)

Residence—13/1/1, Kararpukur Lane, Howrah.

Approved

Seal of the

Reserve Bank of India, Calcutta,
Debt Section.

LOST

The Government Promissory Note No. BY076849/850 of the 3½ per cent National Plan Loan of 1964 for Rs. 200/- each originally standing in the name of the Reserve Bank of India and last endorsed to the Bhatpur Vividh Karyakari Sahakari Mandali Ltd., Bhatpur, the proprietor(s) by whom they were never endorsed to any other person, having been lost, notice is hereby given that the payment of the above Note(s) and the interest thereupon has been stopped at the Public Debt Office, Reserve Bank of India, Bombay and that application is about to be made for the issue of duplicate(s) in favour of the proprietor(s). The public are cautioned against purchasing or otherwise dealing with the above mentioned security(ies).

Name of the advertiser—The Bhatpur Vividh Karyakari Sahakari Mandali Ltd.

Residence—At Bhatpur, Taluka Sankheda, District Baroda.

LOST

The Government Promissory Note No. DHO22691 of the 3 per cent loan of 1970-75 for Rs. 500.00 originally standing in name of S. Bhagwant Singh the proprietor, by whom it was never endorsed to any other person, having been lost, notice is hereby given that the payment of the above note and the interest thereupon has been stopped at the Public Debt Office, Reserve Bank of India, New Delhi, and that application is about to be made for the issue of duplicate in favour of the proprietor. The public are cautioned against purchasing or otherwise dealing with the above mentioned security.

Name of the Advertiser—S. Bhagwant Singh.

LOST

The Government Promissory Note No. DH009524 of the 3 per cent loan of 1951-54 for Rs. 10,000 originally standing in the name of IMPERIAL BANK OF INDIA and last endorsed to ABDULLAH KHAN SHAHANI, the proprietor, by whom it was never endorsed to any other person, having been lost, notice is hereby given that the payment of the above note and the interest thereupon has been stopped at the Public Debt Office, Reserve Bank of India, New Delhi and that application is about to be made for payment of the discharge value in favour of the proprietor. The public are cautioned against purchasing or otherwise dealing with the above mentioned security.

Name of the Advertiser—ABDULLAH KHAN SHAHANI.
Residence—Mahallah Shahani, Bakkar, Distt. Main Wali.

LOST

The upper halves of Government Promissory Notes Nos. DH.013645 and DH021130 of four per cent Uttar Pradesh State Development Loan 1968 and three per cent Conversion Loan 1946 for Rs. 1,000 and Rs. 10,000 originally standing in the name of State Bank of India and Allahabad Bank Limited respectively and last endorsed to Allahabad Bank Limited the proprietors by whom they were never endorsed to any other person, having been lost, notice is hereby given that the payment of the above notes and the interest thereupon has been stopped at the Public Debt Office, Reserve Bank of India, New Delhi and that application is about to be made for the issue of duplicates in favour of the proprietors. The Public are cautioned against purchasing or otherwise dealing with the above mentioned securities.

Name of the Advertiser—Allahabad Bank Ltd
Residence—22, Kanpur Road, Allahabad.

LOST

The Government Promissory Note No. BL 001630 of the 3½ per cent National Plan Loan 1964 for Rs. 200 originally standing in the name of Bank of Mysore Ltd., and last endorsed to R. Satyanarayana the proprietor by whom it was never endorsed to any other person, having been lost, notice is hereby given that the payment of the above Note and the interest thereupon has been stopped at the Public Debt Office, Reserve Bank of India, Bangalore and that application is about to be made for the issue of duplicate in favour of the proprietor. The public are cautioned against purchasing or otherwise dealing with the above-mentioned security.

Name of the advertiser—R. Satyanarayana.
Residence—Model House, II Cross Road, behind Navajyothi Studios, Saraswathipuram, Mysore 1.

DESTROYED

The undernoted Government of India Promissory Note(s) in Special form Nos.

Loan			
CAO29903/7	4% 1960-70	Rs.	100 each.
CAO29908/9	4% 1960-70	Rs.	1,000 each
CAO29910	4% 1960-70	Rs.	5,000
CAO29911	4% 1960-70	Rs.	3,000
CAO29912/13	4% 1960-70	Rs.	1,00,000 each.
CAO29914	4% 1960-70	Rs.	20,300

originally standing in the name of Sawbwa of Tawngpeng State or his successor Hkun Pan Sin by whom the securities were never endorsed to any other person, having been destroyed, notice is hereby given that payment of the above note(s) and the interest thereupon have been stopped at the Public Debt Office, Reserve Bank of India, Calcutta, and that application is about to be made for the issue of duplicate(s) in favour of the proprietor(s). The public are cautioned against purchasing or otherwise dealing with the above mentioned security(ies).

Signature of the Advertiser—(Sd.) Hkun Pan Sin.
 Sawbwa of Tawngpeng State.

Residence—Namsan, N. S. S. (BURMA).

DESTROYED

The Government of India Promissory Note in Special form No. 289845 of the 3½ per cent loan of 1866 for Rs. 58,400 originally standing in the name of Sawbwa of Hsipaw, his heirs Successors U Leik, Administrator, Hsipaw State by whom it was never endorsed to any other person, having been destroyed, notice is hereby given that payment of the above note and the interest thereupon have been stopped at the Public Debt Office, Reserve Bank of India, Calcutta, and that application is about to be made for the payment of discharge value of the note in favour of the proprietor. The public are cautioned against purchasing or otherwise dealing with the above mentioned security.

Signature of the Advertiser—(Sd.) U. LEIK, Administrator, Hsipaw State.

Residence—Hsipaw. (BURMA).

DESTROYED

The Government of India Promissory Note(s) No(s) CAO2019/21 of the 4 per cent loan of 1960-70 for Rs. 25,000 each originally standing in the name of Accountant General, Burma, Rangoon and last endorsed to Administrator, North Hsenwi State Saw Hman Hpa, Administrator, North Hsewi State, the proprietor(s) by whom they were never endorsed to any other person, having been destroyed, notice is hereby given that payment of the above note(s) and the interest thereupon have been stopped at the Public Debt Office, Reserve Bank of India, Calcutta, and that application is about to be made for the issue of duplicate(s) in favour of the proprietor(s). The public are cautioned against purchasing or otherwise dealing with the above mentioned securities.

Signature of the Advertiser—(Sd.) Saw Hman Hpa, Administrator, North Hsewi State.

Residence—Hsewi, N. S. S. (BURMA).

DESTROYED

The Government Promissory Note Nos. DH006126 and DH006259 of the three per cent loan 1953-55 for Rs. 100 and Rs. 200 respectively originally standing in the name of Imperial Bank of India and last endorsed to Ami Adhar Sinha the proprietor, by whom they were never endorsed to any other person, having been destroyed, notice is hereby given that the payment of the above note(s) and the interest thereupon has been stopped at the Public Debt Office, Reserve Bank of India, New Delhi, and that application is about to be made for payment of the discharge value in favour of the proprietor. The public are cautioned against purchasing or otherwise dealing with the above mentioned Securities.

Name of the Advertiser—Ami Adhar Sinha.

Residence—Soami Bagh, Agra.

CHANGE OF NAME

I, Narayan Chandra Sil, son of Late Monmohan Sil of Fire Brigade, Rifle Factory at Ishapore, (West Bengal) T.E. 268 have changed my surname 'Sil' to 'Das' and so henceforth I shall be called Narayan Chandra Das.

CHANGE OF NAME

Shri Padeppa Timmappa Wadder Temporary boypeon, Central Telegraph Office, Belgaum, having completed all formalities as required by the rule 726 of Post and Telegraphs Manual Volume II, will hereafter be known as Shri Tammanna Timmappa Ankalgikar.

CHANGE OF NAME

On 7-1-58 in the court of Sub-Divisional Magistrate contain an affidavit has been recorded for changing my name as Ananta Kumar Das instead of Ananta Kumar Jana. Henceforth I and my family will bear the title as "Das" instead of "Jana".

CHANGE OF NAME

I, H. Likkappa, Assistant Station Master, Shimoga town (Southern Rly.) wish to change my name as "H. Lakshman" instead of "H. Likkappa".

CHANGE OF NAME

Plt. Offr. K. S. Balasubramanian (5408) Tech.

The name of the abovenamed Officer has been changed as follows:—

From "Kollengode Seshu Balasubramanian"

To "Kollengode Seshu Balasubra MANI".

2. The new name will be used in all official documents and correspondence.

CHANGE OF NAME

I, Bal Krishan 1st S/o Sh. Mela Ram working as a temporary clerk in Central Telegraph Office, New Delhi may please be known as Bal Krishan Ghai.

CHANGE OF NAME

Shri M. A. Pathak in Divisional Accounts Office, Central Railway, Jabalpur desires to be known as M. A. Sharma in future.

CHANGE OF NAME

I hereby clarify for the general information of the public that uptill now I was known as Genpat Lahoo Gondane. But now I have changed my name to Genpat Shravan Gondane.

G. S. GONDANE
Ambedkar Chauk
Indora Nagpur-4

CHANGE OF NAME

I, Janardhana Iyer, S., son of J. Sankaranarayana Iyer Karimpum Kantathil Matom, Kottarakkara, Kerala State Post-Graduate degree holder in Physics, March 1956 from University of Travancore, and E.S.L.C. No. 5184 of March 1951, will hereafter be known as Janardhanan S, and will sign accordingly.

S. JANARDHANAN IYER

CHANGE OF NAME

I, Manilal Ravabhai Raat henceforth wish to be known as Manilal Revabhai Valdia.

CHANGE OF NAME

From:—Thakuji Vitoba Kaldoke

To:—Arjun Ranooji Kaldoke.

CHANGE OF NAME

I do hereby declare that my name is Ram Parichan Dubey, son of Late Sahadar Dubey and not Rambriz Dubey as recorded in office record and my present address is 4/29, Kamardanga Railway Quarters, Calcutta-15.

RAM PARICHAN DUBEY
Callman, T/217

CALCUTTA;
The 4th March 1960.

CHANGE OF NAME

By this deed, I, the undersigned R. Kadar of Atlanta Point, Aberdeen Bazar, Port Blair, Andaman Islands now,

lately called Raman Nair, employed as a Peon in the Medical Department, Andamans do hereby:—

For and on behalf of myself and my wife and children and remoter issue notify the change of my surname of Raman Nair and in place thereof do assume the surname of R. Kadar, so that hereafter at all times I can use and sign in my surname of R. Kadar in all records deeds writing and in all proceedings, dealings and transactions of the Government as well as of private and public.

I expressly authorise and request all persons at all times hereafter to designate and address me and my wife and children and remoter issue by my such assumed surname of R. Kadar accordingly.

CHANGE OF NAME

I, Bauribandhu, Painter, T. No. 31000/23 of Paint Shop, S. E Rly. Workshop at Khargpur have changed my name to Bauribandhu Sahoo and the same may be recorded in all the records in future.

CHANGE OF NAME

I, Sri R. John Viswanathan, son of Sri. Peter Rangasamy, employed as Fitter Labourer, T. No. 1327, Loco Shed, Erode shall henceforth be known as Sri R. John only.

NOTICE

It is hereby notified for General Information that 1. Shri Niranjanlal Dalmia, 2. Shri Banwarilal Singhanian, 3. Shri Ishardas Gurumukhrai had been doing business in name and style of Messrs Niranjanlal Banwarilal at 30, Kalakar Street, Calcutta upto 26th October 1959. The said partners have however dissolved the partnership as from 26th October 1959 by mutual agreement. No partner has therefore any authority to represent other or others or do any act in the name of firm as from the aforesaid day of Dissolution i.e. 26th October 1959.

Bombay, the 11th April 1960.

K. H. BUCH
Advocate for

1. Shri Niranjanlal Dalmia.
2. Shri Banwarilal Singhanian.
3. Shri Ishwardas Gurmukhrai,
252/54, Shaikh Memon St.,
Bombay-2.

NOTICE TO CREDITORS

Estate: Jane Helen Rowlands deceased

Pursuant to Sections 360 of Act XXXIX of 1925 and 42 of Act XXVIII of 1866 all persons having claims against the Estate of the abovenamed deceased of Welsh Mission, Diptinivash, Karimgunj, Cachar, Assam who died at Civil Hospital at Karimgunj as aforesaid on the 12th February 1955, are hereby required to send full particulars of their claims to Sri Framjee Cursetjee Heerjeebhoy Rustomjee of 5 & 7, Netaji Subhas Road, Calcutta, the Administrator to the above estate on or before the 10th August 1960 after which date the said Administrator will proceed to distribute the assets of the above estate without regard to any claims except those of which any notice shall then have been received.

Dated Calcutta the 7th day of July 1960.

SANDERSONS & MORGANS

Solicitors for the said Administrator
5 & 7, Netaji Subhas Road, Calcutta

PUBLIC NOTICE

This is to notify to the general public and all those interested that the partnership firm styled as M/S Chander Bal & Sons, with myself (Kailash Wati) and Shri Birbal Prasher as partners, stands dissolved on 31st March, 1960 leaving Goodwill, assets and all the liabilities to Birbal Prasher. I, one of the partners of the dissolved firm notify that henceforth I will not be liable for any acts done in the name of the firm M/S Chander Bal & Sons.

KAILASH WATI